

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
REAL ESTATE TAX ANALYSIS

ADMINISTRATIVE ACTION # 1

LEASE NO. LVA01943

ADDRESS OF PREMISES

Park Center One
3101 Park Center Drive
Alexandria, VA 22302-1500

THIS ADMINISTRATIVE ACTION implements section 3.4 Taxes of the Lease and is issued to memorialize a lump sum payment to the Lessor for Real Estate Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time) and has submitted evidence of payment of taxes and other supporting documentation.

This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

2015 RET

COMPARISON YEAR	\$536,460.08
BASE YEAR	\$418,230.09
INCREASE	\$118,229.99
PERCENTAGE OF GOVERNMENT OCCUPANCY	82.86%
AMOUNT DUE FOR CURRENT YEAR	\$97,965.37

The Lessor is entitled to a one-time lump sum payment in the amount of \$97,965.37 payable with the next rent payment. The Lessor is responsible for notifying the Government of any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

The Northwestern Mutual Life Ins CO
560 Herndon Parkway, Suite 210
Herndon, VA 20170-5246

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Alycia Bethea, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

For the purposes of processing Administrative Actions, use of The GSA Lease Amendment Form 12/12, has been discontinued. Escalation and reimbursements issued under the Lease Amendment Form 12/12 will now be executed under the Administrative Action Form.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.

By: (b) (6)
(Signature)

Contracting Officer, GSA, NCR, PBS
(Official Title)

2/2/2017
(Date)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
CPI ANALYSIS

ADMINISTRATIVE ACTION # 2

LEASE NO. LVA01943

ADDRESS OF PREMISES

Park Center One
3101 Park Center Drive
Alexandria, VA 22303-1500

THIS ADMINISTRATIVE ACTION implements section 3.6 Operating Costs of the Lease and is issued to memorialize an annual adjustment to the Lessor for Operating Cost changes in accordance with the terms thereof

This unilateral Administrative Action is issued to memorialize an adjustment in rent for the CPI as calculated herein, based on the information stated in the Lease source documents.

CURRENT INFORMATION

ANNUAL RENT	\$5,318,704.70
OPERATING RENT	\$1,321,217.50

COMPUTATION:

Base (CPI-W-U.S. City Avg)	May	2015	232.908
Corresponding Index	May	2016	234.436
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			0.00656053
Annual Increase In Operating Cost			(b) (4)
Less Previous Escalation Paid Per LA 19			\$8,656.18
Annual Decrease In Operating Cost Due Lessor			(b) (4)

NEW INFORMATION

EFFECTIVE DATE: June 1, 2016

ANNUAL RENT ADJUSTMENT	(\$45.08)
ANNUAL RENT	\$5,318,659.62
MONTHLY RENT	\$443,221.63
OPERATING RENT	\$1,321,172.42

The rent adjustment will be reflected in the next rent payment. The Lessor is responsible for notifying the Government of any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

Northwestern Mutual Life Insurance CO
560 Herndon Parkway
Suite 210
Herndon, VA 20170-5246

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Alycia Bethea, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the CPI Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base operating cost" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

For the purposes of processing Administrative Actions, use of The GSA Lease Amendment Form 12/12, has been discontinued. Escalation and reimbursements issued under the Lease Amendment Form 12/12 will now be executed under the Administrative Action Form.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.

By:

(b) (6)

(Signature)

Contracting Officer, GSA, NCR, PBS
(Official Title)

(Date)

2/7/2017

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 12 TO LEASE NO. LVA01943	DATE AUG 15 2018															
ADDRESS OF PREMISES Park Center One 3101 Park Center Drive Alexandria, VA 22302-1500																	
THIS AGREEMENT, made and entered into this date by and between The Northwestern Mutual Life Insurance Company whose address is: The Northwestern Mutual Life Insurance Company 3101 Park Center Drive Alexandria, VA 22302-1500																	
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:																	
WHEREAS, the parties hereto desire to amend the above Lease.																	
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:																	
Issued to reflect the annual real estate tax adjustment provided for in the basic lease agreement.																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Comparison Year</td> <td style="width: 20%;">2012</td> <td style="width: 40%;">\$590,235.32</td> </tr> <tr> <td>Base Year</td> <td>2007</td> <td>\$418,230.09</td> </tr> <tr> <td>Increase/ Decrease</td> <td></td> <td>\$172,005.23</td> </tr> <tr> <td>Government Share</td> <td></td> <td>82.86%</td> </tr> <tr> <td>TOTAL DUE TO LESSOR</td> <td></td> <td>\$142,523.54</td> </tr> </table>			Comparison Year	2012	\$590,235.32	Base Year	2007	\$418,230.09	Increase/ Decrease		\$172,005.23	Government Share		82.86%	TOTAL DUE TO LESSOR		\$142,523.54
Comparison Year	2012	\$590,235.32															
Base Year	2007	\$418,230.09															
Increase/ Decrease		\$172,005.23															
Government Share		82.86%															
TOTAL DUE TO LESSOR		\$142,523.54															
The Lessor is entitled to a one-time lump sum payment in the amount of \$142,523.54 payable with the next rent payment.																	
The rent shall be made payable to: The Northwestern Mutual Life Insurance Company 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246																	
All other terms and conditions of the lease shall remain in force and effect.																	
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																	
LESSOR: CIM Urban Reit Properties V LLC.																	
BY _____ (Signature) _____ (Title)																	
IN THE PRESENCE OF																	
_____ (Signature) _____ (Address)																	
UNITED STATES OF AMERICA																	
BY (b) (6) _____ Contracting Officer, GSA, NCR, PBS, REAG (Signature) (Official Title)																	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 13 TO LEASE NO. LVA01943	DATE AUG 15 2013
ADDRESS OF PREMISES Park Center One Alexandria, VA 22302-1500		
THIS AGREEMENT, made and entered into this date by and between The Northwestern Mutual Life Ins Co		
whose address is: The Northwestern Mutual Life Ins Co 3101 Park Center Drive Alexandria, VA 22302-1500		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective 6/1/2013 as follows:		
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W Annual Increase In Operating Cost	May May	2012 2013 226.600 229.399 \$ (b) (4) 0.012352162 \$ (b) (4)
Effective 6/1/2013 , the annual rent is increased by \$ 15,773.86 The new annual rent is \$ 5,290,272.98 payable at the rate of \$ 440,856.08 per month.		
The rent shall be made payable to: The Northwestern Mutual Life Ins Co 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: The Northwestern Mutual Life Ins Co		
BY _____ (Signature) _____ (Title) _____		
IN THE PRESENCE OF _____ (Signature) _____ (Address) _____		
UNITED STATES OF AMERICA		
BY (b) (6) _____ (Signature) 10 Contracting Officer, GSA, NCR, PBS, REAG (Official Title)		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 14 <hr/> TO LEASE NUMBER LVA01943 <hr/> PDN NUMBER NA
---	--

ADDRESS OF PREMISES
Park Center One
3101 Park Center Drive
Alexandria, VA 22302-1500

THIS AMENDMENT is made and entered into between **Northwestern Mutual Life Insurance CO**
whose address is:

Northwestern Mutual Life Insurance CO
3101 Park Center Drive
Alexandria, VA 22302-1500

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

COMPARISON YEAR	2013	\$578,879.75
BASE YEAR	2007	\$418,230.09
DECREASE		\$160,649.66
Government Share		82.86%
Amount Due for Current Year		\$133,114.31

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$133,114.31** .

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: Glenita W. Jones

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 10/6/2014

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	15 LVA01943 NA
---	--	---

ADDRESS OF PREMISES

Park Center One
3101 Park Center Drive
Alexandria, VA 22302-1500

THIS AMENDMENT is made and entered into between **Jal Life Insurance CO**
whose address is: 3101 Park Center Drive
Alexandria, VA 22302-1500

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Current Information:

Annual Rent	\$5,290,272.98
Operating Cost	(b) (4)

A. Issued to reflect a CPI escalation, as follows:

Base (CPI-W-U.S. City Avg)	May	2013	229.399
Corresponding Index	May	2014	234.216
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			0.020998348
Annual Increase In Operating Cost			(b) (4)
Less Previous Escalation Paid			\$0.00
Annual Increase In Operating Cost Due Lessor			(b) (4)

New Information

Annual Rent	\$5,317,419.35
Operating Cost	(b) (4)

B. The annual rent shall increase by

Effective	\$27,146.37
New Annual Rent	June 1, 2014
Monthly Rent, in arrears	\$5,317,419.35
	\$443,118.28

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

<p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: (b) (6)</p> <p>Name: <u>Glenita W. Jones</u></p> <p>Title: Lease Contracting Officer</p> <p>GSA, Public Buildings Service</p> <p>Date: <u>10/6/2014</u></p>
---	---

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	16 GS-11B-01943 NA
---	--	---

ADDRESS OF PREMISES

Park Center One
3101 Park Center Drive
Alexandria, VA 22302-1500

THIS AMENDMENT is made and entered into between **Capital Life Insurance CO**
whose address is: 3101 Park Center Drive
#REF!
Alexandria, VA 22302-1500

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Current Information:

Annual Rent	\$5,317,419.35
Operating Cost	(b) (4)

A. Issued to reflect a CPI escalation, as follows:

Base (CPI-W-U.S. City Avg)	May	2014	234.216
Corresponding Index	May	2015	232.908
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			-0.005584589
Annual Increase In Operating Cost			(b) (4)
Less Previous Escalation Paid			\$0.00
Annual Decrease In Operating Cost Due Lessor			(b) (4)

New Information

Annual Rent	\$5,310,048.07
Operating Cost	(b) (4)

B. The annual rent shall decrease by (\$7,371.28)
Effective June 1, 2015
New Annual Rent \$5,310,048.07
Monthly Rent, in arrears \$442,504.01

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

<p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p> <p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: _____ (b) (6)</p> <p>Name: <u>Glenita W. Jones</u></p> <p>Title: Lease Contracting Officer GSA, Public Buildings Service</p> <p>Date: <u>10/13/2015</u></p>
--	---

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">LEASE AMENDMENT NUMBER</td> <td style="text-align: center;">17</td> </tr> <tr> <td style="text-align: center;">TO LEASE NUMBER</td> <td colspan="2" style="text-align: center;">LVA01943</td> </tr> <tr> <td style="text-align: center;">PDN NUMBER</td> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	LEASE AMENDMENT NUMBER		17	TO LEASE NUMBER	LVA01943		PDN NUMBER	NA	
LEASE AMENDMENT NUMBER		17								
TO LEASE NUMBER	LVA01943									
PDN NUMBER	NA									

ADDRESS OF PREMISES
Park Center One
3101 Park Center Drive
Alexandria, VA 22302-1500

THIS AMENDMENT is made and entered into between **Northwestern Mutual Life Insurance CO**
whose address is:

Northwestern Mutual Life Insurance CO
3101 Park Center Drive
Alexandria, VA 22302-1500

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

'NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

COMPARISON YEAR	2014	\$534,016.00
BASE YEAR	2007	\$418,230.09
INCREASE		\$115,785.91
Government Share		82.86%
Amount Due for Current Year		\$95,940.21

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$95,940.21** .

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE GOVERNMENT:

(b) (6)

Signature: _____

Name: Glenita W. Jones

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 2/29/2016

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	19 LVA01943 NA
---	--	---

ADDRESS OF PREMISES
 Park Center One
 3101 Park Center Drive
 Alexandria, VA 22302

THIS AMENDMENT is made and entered into between **ual Life Insurance Co**
 whose address is: 3101 Park Center Drive
 Alexandria, VA 22302

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Current Information:

Annual Rent	\$5,310,048.07
Operating Cost	(b) (4)

A. Issued to reflect a CPI escalation, as follows:

Base (CPI-W-U.S. City Avg)	May	2015	232.908
Corresponding Index	May	2016	234.444
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			0.006594879
Annual Increase In Operating Cost			(b) (4)
Less Previous Escalation Paid			\$0.00
Annual Increase In Operating Cost Due Lessor			(b) (4)

New Information

Annual Rent	\$5,318,704.25
Operating Cost	(b) (4)

B. The annual rent shall increase by

Effective	\$8,656.18
New Annual Rent	June 1, 2016
Monthly Rent, in arrears	\$5,318,704.25
	\$443,225.35

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	FOR THE GOVERNMENT: <div style="text-align: center;"> (b) (6) </div> Signature: _____ Name: <u>Glenita W. Jones</u> Title: Lease Contracting Officer GSA, Public Buildings Service Date: <u>7/22/2016</u>
--	---

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

MAY 10 2007

LEASE NO. GS-11B- 01943

THIS LEASE, made and entered into this date by and between Stonewater FNS Funding LLC, A Delaware Limited Liability Company

whose address is c/o Stonewater FNS Funding LLC
237 Mamaroneck Avenue
Suite 406
White Plains, New York 10605

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 184,216 BOMA rentable square feet (BRSF) equivalent to 160,895 BOMA office usable square feet (BOUSF) of office and related space, consisting of a portion of the Garage level, a portion of the First floor, floors Two through Twelve in their entirety and a portion of the Fourteenth Floor as noted on the attached floor plans and made part hereof as well as twelve (12) reserved parking spaces, of the building known as Park Center Office Building I, located at 3101 Park Center Drive, Alexandria, Virginia 22302. Pursuant to paragraph 1.13 of the SFO, the lessor shall make available 408 unreserved parking spaces to the Government pursuant to the terms of a mutually acceptable parking lease to be negotiated by the parties. The annual rent to lease the 408 unreserved parking spaces shall be separate from this lease.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM TERM beginning June 1, 2007 through May 31, 2017 and shall be subject to renewal rights as may be hereinafter set forth.



3. The Government shall pay the Lessor annual rent of \$5,148,837.20 (\$32.00 per BOUSF or \$27.95 per BRSF), payable at the rate of \$429,069.77 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be in addition to Operating Expense and Tax adjustments provided during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: Stonewater FNS Funding LLC, 237 Mamaroneck Avenue, Suite 406, White Plains, NY 10605.

~~4. The Government may terminate this lease at any time by giving at least 180 days' notice in writing to the Lessor and no rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government for a period of five (5) years, to be exercised at the Government's discretion at least one hundred eighty (180) days prior to the expiration date of the initial ten (10) year term, at a shell rate of \$29.00 per BRSF (\$33.20 per BOUSF), plus operating expenses and accumulated operating expense escalations. The current authority for GSA to enter into this lease does not extend beyond the firm term, and exercising the renewal options, if desired, will be subject to obtaining additional authorities and approvals prior to exercising the option.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A) All services, improvements, alterations, repairs, and utilities as defined by this lease.
- B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$5.00 per BOUSF (\$4.37 per BRSF) Tenant Improvement allowance amortized at 0.0% over the initial term equaling \$0.50 per BOUSF. The total amount of the Tenant Improvement allowance is \$804,475.00. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense.

 & 
LESSOR GOVT

- C) The Lessor & Government agree that any unused portion of the Tenant Improvement Allowance will be credited as a lump sum rental credit.
- D) The adjustment for vacant premises shall be \$2.00 per BOUSF per annum.
- E) The base rental rate is \$24.85 per BOUSF (\$21.70 per BRSF), which shall be flat during the firm term of the Lease.
- F) The Real Estate Tax Base shall be established and then taxes shall be adjusted annually in accordance with Paragraph 3.4 of SFO 06-027. The Government's percentage of Occupancy is 82.86% for tax purposes. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal (not to exceed 25% of the tax savings for any one year for the tax period appealed).
- G) Pursuant to Paragraph 3.10 of the SFO, the "Common Area Factor" is calculated to be 1.144945, as calculated: 184,216 BRSF/160,895 BOUSF.
- H) The base rate for annual operating costs adjustments is \$6.25 per BRSF, which shall be adjusted annually by the CPI in accordance with Paragraph 3.6 of SFO 06-027.
- I) The overtime rate for HVAC is \$45.00 per hour per floor.
- J) At the Government's option, cleaning services during normal building hours may be requested at an additional cost of \$0.35 per BRSF.
- K) This new lease will be recognized as a succeeding lease to GSA Lease No. GS-11B-70301. Accordingly, certain items or conditions related to the Building Shell in this solicitation already exist and are proposed to be accepted as existing under a new lease. With the exception of the capital repair items listed and attached as Rider Number 2, the Lessor hereby represents that all other existing items are in good repair and tenantable condition, and the Government hereby determines that such items or conditions are at least minimally acceptable with regard to the Government's continued occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" and comply with the standards indicated in this lease at the time of the lease commencement. Further the Lessor is to maintain (or replace, if necessary) such items or conditions so they may remain in "good repair and tenantable condition" throughout the term of this lease. This "as is" provision does not apply to any fire and life safety requirements found in this lease, which requirements Lessor must always comply with.
- L) Notwithstanding anything to the contrary in the Solicitation (including Section 6.14(3) of the SFO), the Government's right to affix antennae to the roof, parapet or building envelope shall be subject to the Lessor's prior written approval as to location of the antennae, which approval shall not be unreasonably withheld or delayed.
- M) The Government shall submit written notice to the Lessor of any default by the Lessor during the term of the lease. Prior to the Government initiating a remedy in the case of such default by Lessor, as defined in Sections 15 or 16 of Form 3517B, the Government shall notify the Lessor of the default in writing. The Lessor shall be afforded a reasonable period of time (not less than thirty (30) days after receipt of notice) to cure any default. If the matter in default constitutes a life- or health-threatening nature, this provision shall not apply.
- N) ~~If increased security is required for the building beyond existing conditions, it shall be performed at Government's expense.~~
- O) The Lessor, at its sole cost, shall complete all the correction items outlined in the attached Rider #2 and Rider #3 prior to Lease commencement.
- P) If there is any conflict between this SF-2 and the balance of the lease, the terms specified in this SF-2 shall govern.

INITIALS	
Lessor	Gov t
<i>JK</i>	<i>sl</i>

JK & *sl*
LESSOR & GOVT

7. The following are attached and made a part hereof:

- A) Floor plans of leased area, 13 pages;
- B) Solicitation for Offers #06-027, 52 pages;
- C) Amendment #1, 4 pages;
- D) Attachments #1, #2, and #3, GSA Form 1364A and its attachments, 7 pages;
- E) Attachment #4, Fire & Life Safety, 16 pages;
- F) GSA Form 1217, Lessor's Cost Statement, 3 pages;
- G) GSA Form 3517B (rev 5/98), General Clauses, 33 pages;
- H) GSA Form 3518 (rev 5/98), Representations And Certifications, 7 pages;
- I) Rider #1, Commission Credit, 1 page;
- J) Rider #2, Building Shell Renovations, 1 page; and,
- K) Rider #3, Fire and Life Safety Corrections, 2 pages.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Stonewater FNS Funding LLC, a Delaware Limited Liability Corporation

(b) (6)

(b) (6)

SIGNATURE: _____

JEFF TOPOREK

TITLE: _____

237 Mamaroneck Ave, Suite 406
White Plains, NY 10605

IN PRESENCE (b) (6)

NAME: _____

Richard J. Mann

ADDRESS: _____

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

(b) (6)

BY _____

(Signature)

printed name: Lisa Richmond

Contracting Officer

(Official title)

LESSOR & GOV'T

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

IN

NORTHERN VIRGINIA

NAME: Lisa Richmond
TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SFO NO. 06-027
4/5/06

1

INITIALS:


LESSOR

&


GOV'T

TABLE OF CONTENTS

1.0	SUMMARY	5
1.1	AMOUNT AND TYPE OF SPACE (SEP 2000)	5
1.2	AREA OF CONSIDERATION	5
1.3	LOCATION: Outside CITY CENTER (SEP 2000)	5
1.4	LEASE TERM (SEP 2000)	6
1.5	OFFER DUE DATE	6
1.6	OCCUPANCY DATE (SEP 2000)	6
1.7	HOW TO OFFER (SEP 2000)	6
1.8	BUILDING SHELL REQUIREMENTS (SEP 2000)	8
1.9	TENANT IMPROVEMENTS (SEP 2000)	9
1.10	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)	9
1.11	PLANS WITH OFFER (SEP 2000)	10
1.12	BROKER COMMISSION AND COMMISSION CREDIT (August 2005)	10
1.13	NEGOTIATIONS (MAY 2005)	10
1.14	PRICE EVALUATION (PRESENT VALUE) (MAY 2005)	11
1.15	HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)	12
1.16	AWARD (JAN 1997)	12
1.17	ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)	12
1.18	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)	13
1.19	LABOR STANDARDS (AUG 2003)	13
2.0	AWARD FACTORS	14
2.1	ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)	14
2.2	AWARD BASED ON PRICE (SEP 2000)	16
3.0	MISCELLANEOUS	17
3.1	UNIT COSTS FOR ADJUSTMENTS	17
3.2	SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)	17
3.3	ALTERNATE PROPOSALS	17
3.4	TAX ADJUSTMENT (SEP 2000)	17
3.5	PERCENTAGE OF OCCUPANCY	19
3.6	OPERATING COSTS (SEP 2000)	19
3.7	OPERATING COSTS BASE (SEP 2000)	19
3.8	RENTABLE SPACE (SEP 2000)	20
3.9	ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)	20
3.10	COMMON AREA FACTOR (SEP 2000)	20
3.11	APPURTENANT AREAS	20
3.12	LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)	20
3.13	VENDING FACILITIES (SEP 2000)	20
3.14	ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)	20
3.15	RELOCATION ASSISTANCE ACT (MARCH 2002)	21
3.16	EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)	21
3.17	CONSTRUCTION SCHEDULE	21
3.18	PROGRESS REPORTS (SEP 2000)	22
3.19	CONSTRUCTION INSPECTIONS	22
4.0	GENERAL ARCHITECTURE	23
4.1	QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)	23
4.2	CONSTRUCTION WASTE MANAGEMENT (SEP 2000)	23
4.3	EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)	24
4.4	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)	24
4.5	WORK PERFORMANCE (SEP 2000)	24
4.6	BUILDING SYSTEMS (JAN 1997)	25
4.7	SPACE EFFICIENCY (SEP 2000)	25
4.8	FLOOR PLANS AFTER OCCUPANCY	25
4.9	CAD AS-BUILT FLOOR PLANS (SEP 2000)	25
4.10	FLOORS AND FLOOR LOAD (SEP 2000)	25
4.11	EXITS AND ACCESS (SEP 1991)	25
4.12	WINDOWS (SEP 2000)	25
4.13	ACCESSIBILITY (SEP 2000)	26
4.14	LANDSCAPING (SEP 2000)	26

JA

SL

6.0	ARCHITECTURAL FINISHES	27
5.1	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	27
5.2	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)	27
5.3	LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)	27
5.4	WOOD PRODUCTS (SEP 2000)	27
5.5	ADHESIVES AND SEALANTS (SEP 2000)	28
5.6	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)	28
5.7	CEILINGS (SEP 2000)	28
5.8	WALL COVERINGS (SEP 2000)	28
5.9	PAINTING (SEP 2000)	29
5.10	DOORS: EXTERIOR (SEP 2000)	29
5.11	DOORS: SUITE ENTRY (SEP 2000)	30
5.12	DOORS: INTERIOR (SEP 2000)	30
5.13	DOORS: HARDWARE (SEP 2000)	30
5.14	DOORS: IDENTIFICATION (SEP 2000)	30
5.15	PARTITIONS: GENERAL (SEP 2000)	30
5.16	PARTITIONS: PERMANENT (SEP 2000)	31
5.17	PARTITIONS: SUBDIVIDING (SEP 2000)	31
5.18	FLOOR COVERING AND PERIMETERS (SEP 2000)	31
5.19	CARPET TILE (SEP 2000)	32
5.20	ACOUSTICAL REQUIREMENTS (SEP 2000)	32
5.21	WINDOW COVERINGS (SEP 2000)	33
5.22	BUILDING DIRECTORY (SEP 2000)	33
5.23	FLAG POLE (SEP 2000)	33
6.0	MECHANICAL, ELECTRICAL, PLUMBING	34
6.1	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)	34
6.2	ENERGY COST SAVINGS (SEP 2000)	34
6.3	DRINKING FOUNTAINS (SEP 2000)	34
6.4	TOILET ROOMS (SEP 2000)	34
6.5	TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)	35
6.6	JANITOR CLOSETS (SEP 2000)	35
6.7	HEATING AND AIR CONDITIONING (SEP 2000)	35
6.8	VENTILATION (SEP 2000)	36
6.9	VENTILATION: TOILET ROOMS (DEC 1993)	37
6.10	ELECTRICAL: GENERAL (SEP 2000)	37
6.11	ELECTRICAL: DISTRIBUTION (SEP 2000)	37
6.12	ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS	37
6.13	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	37
6.14	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)	38
6.15	DATA DISTRIBUTION (SEP 2000)	38
6.16	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)	39
6.17	ADDITIONAL ELECTRICAL CONTROLS	39
6.18	ELEVATORS (SEP 2000)	39
6.19	LIGHTING: INTERIOR AND PARKING (NOV 2005)	40
7.0	SERVICES, UTILITIES, MAINTENANCE	41
7.1	SERVICES, UTILITIES, MAINTENANCE: GENERAL	41
7.2	NORMAL HOURS	41
7.3	OVERTIME USAGE (SEP 2000)	41
7.4	UTILITIES	41
7.5	UTILITIES: SEPARATE FROM RENTAL (SEP 2000)	41
7.6	BUILDING OPERATING PLAN	41
7.7	JANITORIAL SERVICES (SEP 2000)	41
7.8	SCHEDULE OF PERIODIC SERVICES	43
7.9	LANDSCAPE MAINTENANCE	43
7.10	FLAG DISPLAY	43
7.11	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)	43
8.0	SAFETY AND ENVIRONMENTAL MANAGEMENT	44
8.1	CERTIFICATE OF OCCUPANCY (MAY 2005)	44
8.2	FIRE PROTECTION AND LIFE SAFETY (MAY 2005)	44
8.3	AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)	44
8.4	FIRE ALARM SYSTEM (MAY 2005)	44
8.5	OSHA REQUIREMENTS (SEP 2000)	44
8.6	ASBESTOS (SEP 2000)	45
8.7	INDOOR AIR QUALITY (SEP 2000)	45
8.8	RADON IN AIR (SEP 2000)	45
8.9	RADON IN WATER (SEP 2000)	47
8.10	HAZARDOUS MATERIALS (OCT 1996)	47
8.11	RECYCLING (SEP 2000)	47

9.0	LEASE SECURITY STANDARDS.....	48
9.1	GENERAL REQUIREMENTS (NOV 2005).....	48
9.2	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005).....	48
9.3	ACCESS TO UTILITY AREAS (NOV 2005).....	48
9.4	EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005).....	48
9.5	MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005).....	48
9.6	ACCESS TO BUILDING INFORMATION (NOV 2005).....	48
9.7	POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005).....	48
9.8	DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005).....	49
9.9	EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005).....	49
9.10	BUILDING SECURITY PLAN (NOV 2005).....	49
9.11	ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005).....	49
9.12	BACKGROUND SECURITY CHECKS (NOV 2005).....	49
9.13	ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005).....	49
9.14	ENTRY SECURITY: SECURITY GUARDS (NOV 2005).....	49
9.15	ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005).....	50
9.16	ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005).....	50
9.17	ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005).....	50
9.18	ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005).....	50
9.19	ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005).....	50
9.20	ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005).....	50
9.21	ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005).....	50
9.22	OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005).....	50
9.23	OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005).....	50
9.24	SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005).....	50
9.25	SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005).....	51
9.26	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005).....	51
9.27	SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005).....	51
9.28	PARKING SECURITY REQUIREMENTS (NOV 2005).....	51
9.29	CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005).....	51
9.30	CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005).....	52
9.31	SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL).....	52
9.32	TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005).....	52
9.33	SECURITY DESIGN CRITERIA (NOV 2005).....	52
9.34	SECURITY DESIGN CRITERIA: HVAC (BUILDING SHELL) (NOV 2005).....	52
9.35	SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2005).....	52

C. LOCATION AMENITIES:

- a. Adequate eating facilities shall be located within 2,500 walkable lineal feet. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 2,500 walkable lineal feet.

1.4 LEASE TERM (SEP 2000)

A. Offerors shall submit price proposals for:

A ten (10) year firm term with a five (5) year renewal option, such option to be exercised at the Government's discretion at least 180 days prior to the expiration date of the initial 10-year lease. If an option is not offered, it may limit the offeror's opportunity for award.

B. Parking:

- (i) Offerors shall submit price proposals for non-reserved parking with termination rights upon sixty (60) days notice.

1.5 OFFER DUE DATE

Offers are due by 2:00 pm, May 4, 2006 and shall remain open until award.

1.6 OCCUPANCY DATE (SEP 2000)

Occupancy is required no later than June 1, 2007.

1.7 HOW TO OFFER (SEP 2000)

A. One (1) original and two (2) copies of offers shall be submitted to the Contracting Officer at:

SFO # 06-027

Room 2670
First Floor of the General Services Administration Building
National Capital Region
Realty Services Division
7th & D Streets, SW
Washington, DC 20407

ATTENTION: LISA RICHMOND

B. One original and two copies of the following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO # 06-027
2. SFO Attachments:
 - a. Attachment #1 – Rate Structure
 - b. Attachment #2 – Construction Schedule
 - c. Attachment #3 – Scope of Work for DID's and Construction Schedule Tasks
 - d. Attachment #4 – Fire Protection and Life Safety Evaluation
 - e. Attachment #5 – Small Business Plan
3. GSA Form 1364A, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement.
5. GSA Form 3517B, General Clauses.

SFO NO. 06-027
4/5/06

6

INITIALS:

AA
LESSOR

&

LR
GOV'T

6. GSA Form 3518, Representatives and Certifications.
 7. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.
 - a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within seven days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
 8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
 9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
 10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
 11. GSA will not conduct discussions, nor will it consider an offer for award if the space offered is subject to a lease option held by other parties, including, but not limited a right of first refusal. Offerors must certify, in writing, that no such option encumbers the space offered to GSA.
 12. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
 13. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
 14. A construction schedule demonstrating how offeror will meet the occupancy date.
 15. A price per square foot as an adjustment for vacant premises.
 16. Please provide a rental quote per square foot for daytime cleaning.
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
 - d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Alteration Allowance shall be \$38.30 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
 - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
 - f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

1.8 BUILDING SHELL REQUIREMENTS (SEP 2000)

- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:
1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility" paragraph and the "Accessibility and Seismic Safety" paragraph in the AWARD FACTORS section of this SFO.
 3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
 4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
 5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO. All partitions separating the building core from the tenant premises shall be slab to slab.

6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. All of the above improvements are described in more detail hereinafter in this SFO.

1.9 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.10 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
 1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.11 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean, and purged files shall be submitted, on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.12 BROKER COMMISSION AND COMMISSION CREDIT (AUGUST 2005)

A. For the purposes of this SFO, Trammell Crow Company (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects that its broker will be paid a fair market commission on any specific transaction on the same basis as any local business brokerage custom and practice. The Broker will pursue any commission in connection with this lease transaction that it normally would be entitled to pursuant to local business practices, based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that any commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the offeror shall disclose the commission to be paid to both the offeror's agent and the governments' agent.

B. For the benefit of the Government, the Broker has agreed to forego (b) percent of any commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the "Commission Credit") shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

1.13 NEGOTIATIONS (MAY 2005)

A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.14 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
 - 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 - 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
 - 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 - 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 - 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 - 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

- b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - d. The annual cost of overtime heating and cooling per ANSI/BOMA Office Area square foot, discounted annually at 5 percent. The cost of overtime heating and cooling will be determined by multiplying the rate submitted by the Offeror by the Government's projected use of overtime hours per year with the result converted to a price per ANSI/BOMA Office Area square foot. The actual amount overtime hours used during the year may differ from the projected use. The Government will make a lump sum payment for only the actual number of overtime hours used during the year.
8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.15 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
 - 1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
 - 2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.16 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 - 2. required clauses,
 - 3. required certifications and representations,
 - 4. the pertinent provisions of the offer, and
 - 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.17 ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)

To be considered for award, buildings to be constructed shall meet the new construction requirements of both the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191,

App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.18 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.19 LABOR STANDARDS (AUG 2003)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

2.0 AWARD FACTORS

2.1 ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below, and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

B. The following UFAS provisions are clearly more stringent than the ADAAG:

1. *Work Areas.* The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
2. *Work Surface Scoping.* The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
3. *No Elevator Exception.* The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
4. *Entrances in Multi-Grade Buildings.* The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2.(8); ADAAG 4.1.3(8)]
5. *Elevator Controls.* The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]

C. **FULL COMPLIANCE:**

1. "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, **AS MODIFIED HEREIN:**
 - a. FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings*, shall be replaced with FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*.

- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ^{1s}	SBCCI ^{1s}	UBC ^{1s}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
² Buildings on hillside sites shall not be considered Benchmark Buildings.
³ Flat Slab Buildings shall not be considered Benchmark Buildings.
⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
⁶ Refers to the UBCB Section of the UBC.
^{1s} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
* No Benchmark year; building shall be evaluated using FEMA-310.
** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
SBCCI Southern Building Code Congress International, *Standard Building Code*.
UBC International Conference of Building Officials, *Uniform Building Code*.

- c. Section 1.3.2, Leased Buildings, shall be revised as follows:

- i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
- The leased space is less than 10,000 square feet **AND**
 - The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
- d. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
- e. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

D. SUBSTANTIAL COMPLIANCE:

1. In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements,

then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms.

2. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

E. LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

1. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
 2. If parking is provided, then accessible spaces shall be included.
 3. Accessible toilet rooms shall be provided as follows:
 - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - c. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - d. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, accessible unisex toilet room(s) shall be provided in the building.
- F. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per floor-mounted duplex electrical outlet.
3. The cost per wall-mounted duplex electrical outlet.
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per dedicated clean electrical computer receptacle.
7. The cost per floor-mounted telephone outlet.
8. The cost per wall-mounted telephone outlet.
9. The cost per interior door.

3.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3 ALTERNATE PROPOSALS

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
1. itemized costs for lump sum payment not to be included in the rental rate and
 2. a rental rate which includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

3.4 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of

funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.7 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.8 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.9 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.10 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.11 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of one day for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. required of the Government to "prove such documentation of all damages. However, to the extent that actual damages exceed one day's rent for every day late in delivery, the lessor shall pay the amount of actual damages, documentation for which shall

3.13 VENDING FACILITIES (SEP 2000)

- A. Approximately 250 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.14 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.15 RELOCATION ASSISTANCE ACT (MARCH 2002)

- A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. Offerors shall incorporate the cost of such assistance into their shell rental rate.
- C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.16 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

- A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:
1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
 2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
 4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 5. Evidence of ownership or control of site.
- B. AFTER AWARD:
Within seven days after award, the successful Offeror shall provide to the Contracting Officer evidence of:
1. A firm commitment of funds in an amount sufficient to perform the work.
 2. Award of a construction contract for Tenant Improvements with a firm completion date.
 3. Issuance of a building permit covering construction of the improvements.

3.17 CONSTRUCTION SCHEDULE

- A. Within ten (10) days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than ten days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

3.18 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of thirty days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.19 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.

- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or

otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 FLOOR PLANS AFTER OCCUPANCY

Within ten days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

4.9 CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.10 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.11 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.12 WINDOWS (SEP 2000)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.
- C. Government shall have the right, at its cost, to install security film on the interior surface of the exterior glass windows. The film will be a minimum thickness of 8 mills/clear.

4.13 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.14 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of five color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within ten working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of **ONE** color board shall be made within ten working days, and unless otherwise specified prior to lease award, the Offeror may assume that **ONE** color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org) or the Certified Forest Products Council web site (www.certifiedwood.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.

- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.6 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
1. *Restrooms.* Plaster or pointed and taped gypsum board.
 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

1. Physical Requirements.

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.

2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. All partitions separating the tenant space from these common areas shall be at the Landlord's expense. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

F. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of ten different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

5.19 CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.20 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.21 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.
3. *Samples.* A minimum of five_ patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.22 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.23 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of fifty percent men and fifty percent women.
2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

3. For new installations:
 - a. Water closets shall not use more than 1.6 gallons per flush.
 - b. Urinals shall not use more than 1.0 gallons per flush.
 - c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. The base building design criteria include the following indoor dry bulb temperature conditions: 73° F summer based on 95° F dry bulb/ 78° F wet bulb outside ambient; 75° F winter based on 10° F outside ambient bulb.
2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.

4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
 5. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
 6. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum-type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
 7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
 8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
 9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- B. **TENANT IMPROVEMENT INFORMATION:**
1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,

- c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.
 4. Lessor shall provide cable TV service in the building.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government. Lessor shall install a minimum of 25 cable TV connections.

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when

the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19 LIGHTING: INTERIOR AND PARKING (NOV 2005)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. A minimum of 1 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
 - e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 UTILITIES: SEPARATE FROM RENTAL (SEP 2000)

- A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

7.6 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.7 JANITORIAL SERVICES (SEP 2000)

- A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in entire premises. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
11. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.8 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.9 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.10 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.
- E. Definitions:
 - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
 - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4 FIRE ALARM SYSTEM (MAY 2005)

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- B. *Definition.* ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.
- D. *Management Plan.* If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS (NOV 2006)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. For this requirement the Government will be Level II security. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2006)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

9.3 ACCESS TO UTILITY AREAS (NOV 2006)

Utility areas shall be secure, and only authorized personnel shall have access.

9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2006)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2006)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.6 ACCESS TO BUILDING INFORMATION (NOV 2006)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2006)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

9.9 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

9.10 BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

9.11 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

9.12 BACKGROUND SECURITY CHECKS (NOV 2005)

Background Security Checks for Contract Service Personnel:

- A. The Government will conduct background checks on contractors with routine access to Government leased space.
- B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
- C. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.
- D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

9.13 ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)

- A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.
- B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

9.14 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.15 ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)

Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.16 ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)

All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

9.17 ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

9.18 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

9.19 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

9.20 ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.

9.21 ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.

9.22 OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)

The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

9.23 OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)

- A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment.
- B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.

9.24 SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)

- A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall either relocate, extend, or secure intakes as described below:
 1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.
 2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.
 3. *A security zone around outdoor air intakes shall be established.* When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or

similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

9.25 SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005)

To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally-operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling.

9.26 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

9.27 SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

9.28 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:

The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

B. Arrange for Employee Parking after Normal Working Hours:

The Lessor will allow employee parking in/near the building after normal working hours.

C. Accessibility to Official Government Vehicles:

Public accessibility to official Government vehicles shall be limited through fencing or other means.

D. Identification of Parking Areas:

Government parking areas or spaces shall be assigned and marked as "reserved."

E. Inspection of Parking Areas:

The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

F. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT

Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.

G. ID System and Procedures for Authorized Parking: TENANT IMPROVEMENT

An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).

9.29 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

9.30 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)
When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

9.31 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

- A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,
- B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

9.32 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

9.33 SECURITY DESIGN CRITERIA (NOV 2005)

A. Security Design Criteria:

The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at www.oca.gsa.gov.

9.34 SECURITY DESIGN CRITERIA: HVAC (BUILDING SHELL) (NOV 2005)

Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

9.35 SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2005)

The Government will review all design and engineering documents, including structural engineering calculations during design development.

August 2, 2006
AMENDMENT NO. 1
TO
SOLICITATIONS FOR OFFERS NO. 06-027
BETWEEN APPROXIMATELY 180,000-185,000 BOMA RENTABLE
(155,000-175,000 BOMA OFFICE USABLE)
SQUARE FEET OF CONTIGUOUS OFFICE AND RELATED SPACE
FOR
NORTHERN VIRGINIA

SFO 06-027 IS AMENDED AS DESCRIBED BELOW:

1) 1.7 HOW TO OFFER (SEP 2000)

The following shall replace Section 1.7 A.:

- A. One (1) original and two (2) copies of offers shall be submitted to the Contracting Officer at:

SFO # 06-027

GSA National Capital Region
301 7th Street, SW.,
Room 2670
Washington, DC 20407

ATTENTION: LISA RICHMOND

The following shall replace Section 1.7 B. 4.:

- B. 4. GSA Form 1217, Lessor's Annual Cost Statement.
- a. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).

The following shall be added as Section 1.7 B. 17.:

- B. 17. Any Broker Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 (July 94).

SFO # 06-027

LESSOR

JA

GOV'T

LL

2) 1.8 BUILDING SHELL REQUIREMENTS (SEP 2000)

The following shall replace Section 1.8 A. 2.:

2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the space leased by the Government tenant; toilet rooms and drinking fountains available to Government tenants; and common spaces available to all building occupants, excluding mechanical or custodial rooms, or areas occupied by other tenants, in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10), and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

The following shall replace Section 1.8 A. 11.:

11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with the ABAAS. Where sprinklers are required in the Government-demised area, sprinkler main and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

3) 1.12 BROKER COMMISSION AND COMMISSION CREDIT (AUGUST 2005)

The following shall replace all of Section 1.12:

- A. For the purposes of this SFO, Trammell Crow Company (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be based on a Lease Term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that any commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in



the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the Offeror shall disclose the commission to be paid to both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

Paragraphs B & C are not applicable to expedited lease transactions, defined by the National Broker Contract.

- B. For the benefit of the Government, the Broker has agreed to forego 37% percent of any commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the "Commission Credit") shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.
- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

4) 2.1 ACCESSIBLILTY AND SEISMIC SAFETY (SEP 2000)
DELETE THIS IN ITS ENTIRETY

5) 2.2 AWARD BASED ON PRICE (SEP 2000)
Renumber to 2.1

6) 6.18 ELEVATORS (SEP 2000)

The following shall replace Section 6.18 B.:

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire

department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.

7) 6.19 LIGHTING: INTERIOR AND PARKING (NOV 2005)

The following shall replace Section 6.19 A. 1. e.:

A. 1. e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS requirements. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

I hereby acknowledge receipt of Amendment No. 1 to SFO No. 06-027 and accept all terms and conditions of the SFO 06-027.

Jeffrey Toporek - Stonewater FNS Funding LLC
Offeror's name printed/typed

(b) (6)

Offeror's signed concurrence

Date

Attachment #1 to SFO 06-027
Attachment to GSA Form 1364A: Rate Structure

1. A lease rate for the firm 10 year term per square foot for the base building (shell) rental, including fixed costs, but excluding the cost of variable services and utilities in Item 2 below.	\$24.3437 Per USF
	\$21.2634 Per RSF
2. The annual cost per square foot for the cost of services and utilities. This equals Line 27 of the GSA Form 1217 divided by the building size at the top of GSA Form GSA Form 1364.	\$7.1563 Per USF
	\$6.25 Per RSF
3. An annual percentage interest rate used by Lessor to amortize the cost of tenant alterations.	0.00%
4. The cost per square foot to amortize the \$5.00 per square feet tenant improvement allowance.	\$0.50 Per USF
	\$0.4367 Per RSF
5. The number of months of abated rent.	n/a
6. A full service lease rate per square foot as a summation of the amounts in paragraphs 1, 2, and 4 above.	\$32.00 Per USF
	\$27.95 Per RSF
7. The full service lease rate for the option to renew. This is the sum of the base building "shell" rate, on a similar basis to paragraph #1 above.	\$33.205 Per USF
	\$29.00 Per RSF

SFO No. 06-027

INITIAL

GH
Lessor

& RL
Government

PROPOSAL TO LEASE SPACE

(For use with TI SFO and/or National Broker Contract)

IN RESPONSE TO
SOLICITATION NUMBER →

**06-027 (Alternate Proposal)
(Final Proposal Revisions)**

DATED

11-16-06

(b) (4)



(b) (4)

(b) (4)

(b) (4)

JKR

Solicitation Attachment #2 - Construction Schedule

The schedule begins at the date of lease award and concludes at the date of acceptance for the subject space. The following chart shall be used by the Lessor and the Government in determining the project schedule for completing each work item per Attachment #3. The Lessor shall be bound to the durations for commencement of Tenant Improvements and Total Workdays per the above equations. The project may be broken down into phases (*), with each phase being a full floor(s), or as defined in the Blocking and Stacking Requirements per Attachment #3 - or as otherwise agreed upon.

SIZE OF LEASE (BOMA OFFICE RENTABLE SQUARE FEET)	180,000 to 185,000
Lessor Provides Design Intent Drawings	20 WORKDAYS * (1 to 2 phases)
Government Reviews Design Intent Drawings	15 WORKDAYS * (1 to 2 phases)
Lessor Provides Working-Construction Drawings	15 WORKDAYS * (1 to 2 phases)
Government Reviews Working-Construction Drawings	15 WORKDAYS * (1 to 2 phases)
Lessor Makes Modifications and Changes to Working-Construction Drawings	10 WORKDAYS * (1 phase)
Government Reviews & Approves Final Working-Construction Drawings	10 WORKDAYS * (1 phase)
Government Approves CD's for Pricing and Permits	0 WORKDAYS
Lessor Completes Construction Pricing and Obtains Construction Permit	15 WORKDAYS
Government Reviews and Approves Pricing	15 WORKDAYS
Government Issues Notice to Proceed with Construction	0 WORKDAYS
Lessor Completes Interior Construction and Obtains Occupancy Permit	70 WORKDAYS (1 to 2 phases)
Government Inspects and Accepts Finished Space	10 WORKDAYS * (1 to 2 phases)
TOTAL WORKDAYS - (FROM LEASE AWARD TO GOVERNMENT ACCEPTANCE)	195

[Signature]

[Signature]

Solicitation Attachment #3 - Scope of Work for DID's and Construction Schedule Tasks

The construction schedule shall commence within five (5) days of lease award and receipt of the Program of Requirements, unless otherwise expressly agreed by the Lessor and Government as stated in the lease or otherwise agreed upon in writing. The schedule shall be divided into six tasks for each phase: the Lessor's generation of the Government's Design Intent Drawings, the Government's review and approval of the Design Intent Drawings, the Lessor's generation of the Government's Working-Construction Drawings, the Government's review and notice to proceed of the Working-Construction Drawings, the Lessor's construction of the subject leased area, and the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below.

References to working days shall be based upon a five day work week (Monday-Friday, exclusive of Federal holidays). References to "approval" shall mean such approval granted by either GSA's Contracting Officer or some other duly authorized GSA official. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed.

(a) Design Intent Drawings:

Based on the project programming furnished by the Government Lessor shall prepare and provide for the Government's review and approval, at the Lessor's expense, Design Intent Drawings detailing the tenant improvements to be made by the Lessor within the Government demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. "Design Intent Drawings," for the purposes of this solicitation, are defined as fully dimensioned drawings of the leased space which include enough information to prepare Construction Drawings, and shall consist of: furniture locations, basic architectural information, wall types and locations, door types and locations, electrical, telephone, and data outlet types and locations, specifications necessary for calculation of electrical and HVAC loads, and all finish/color/signage selections. Design Intent Drawings shall be due from the Lessor within (see Solicitation Attachment #2) working days from award.

(b) Review of Design Intent Drawings:

The Government retains the right to review, approve, and request modifications, if necessary, to the Lessor's Design Intent Drawings prior to the Lessor's commencement of Working-Construction Drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of this solicitation and the Government's needs as they apply to the specific leased space. The Government shall perform all reviews of Design Intent Drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's Design Intent Drawings before approval can be granted, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Design Intent Drawings to the Government for a subsequent review. Upon approval of the Design Intent Drawings, the Lessor shall commence Working-Construction Drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the tenant alterations and associated work as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

(c) Working-Construction Drawings:

The Lessor shall prepare, at its expense, final Working-Construction Drawings for the tenant improvements illustrated on the Government approved Design Intent Drawings. The Working-Construction Drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government's leased space. Working-Construction Drawings should also be annotated with all applicable specifications. The resulting product should reflect requirements which are substantially the same as that specified by the Government approved Design Intent Drawings, and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's Working-Construction Drawings shall be due to the Government within (see Solicitation Attachment #2) working days of the Government's approval of the Design Intent Drawings. Drawings shall clearly identify tenant improvements already in place and the work to be done by Lessor or others. The Government may also require, at the time of submission of Working-Construction Drawings, that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the Government's program of requirements, lease, and its attachments. Any work shown on the drawings which is Warm-Lit Shell shall be clearly identified as such.

(d) Review of Working-Construction Drawings:

Solicitation Attachment #3 - Scope of Work for DID's and Construction Schedule Tasks

The Government retains the right to review and request modifications, if necessary, to the Lessor's Working-Construction Drawings prior to the Lessor's commencement of interior construction. The Government's review of the drawings is limited to the drawings' conformance to the specific requirements of this solicitation and to the approved Design Intent Drawings. The Government shall perform all reviews of working drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working drawings before notice to proceed is issued, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Working-Construction Drawings to the Government for a subsequent review. Upon complete Government review for conformance of the Working-Construction Drawings to the Design Intent Drawings, a Notice To Proceed (NTP) shall be transmitted to the Lessor and the Lessor shall obtain the necessary permits and **complete bidding of construction costs. Within (see Solicitation Attachment #2) working days, Lessor shall present construction bids to the Government. The Government shall have (see Solicitation Attachment #2) working days to review bids. If approved, the Government shall issue NTP to Lessor to commence construction of the space.** Notwithstanding the Government's review of the Working-Construction Drawings, the Lessor is solely responsible and liable for the technical accuracy of the Working-Construction Drawings in meeting all requirements and provisions of this solicitation.

(e) Construction of Tenant Alterations:

The Lessor shall construct all tenant alterations in accordance with both the Government-reviewed Working-Construction Drawings and all terms and conditions of the Government's program of requirements, lease, and its attachments. The Lessor shall complete tenant alterations within (see Solicitation Attachment #2) working days of receiving the lease award from the Government. The Lessor shall furnish a detailed construction schedule to the Government within five (5) days of issuance of the lease award. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment within the total project schedule per Attachment #2. The Government reserves the right to access any space within the building during the completion of interior construction for the purposes of performing inspections or installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with and disruption to other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with respect to this project.

(f) Acceptance of Space:

Prior to the completion of interior construction, the Lessor shall issue written Notice To Inspect (NTI) to the Government. The Government shall have (see Solicitation Attachment #2) working days to inspect and to either accept or reject the subject space.

- (g) Space deemed Substantially Complete by the Government will be accepted by the Government subject to the completion of minor punch list items.
- (h) Space which is not deemed substantially complete by the Government will not be accepted by the Government.
- (i) The phrase "Substantially Complete" shall mean that the tenant improvements, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease shall have been completed or obtained, including all local Government reviews and approvals, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use, or enjoyment.
- (j) Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action, and when ready shall issue a subsequent notice to inspect to the Government.
- (k) Before the Government will accept space, the Lessor must provide to the Contracting Officer evidence of the issuance of a building permit incorporating the construction of required improvements and a copy of the certificate of occupancy.



**SFO ATTACHMENT #4
FIRE PROTECTION & LIFE SAFETY EVALUATION**

The results of this survey shall be based on an actual walk-through of the subject premises and review of available construction documents. All building systems, associated with fire protection and/or life safety, shall be evaluated for conformance to the following codes, standards and/or criteria. Any deviance from the applicable criteria shall be identified and supported by corrective recommendation(s).

Fundamental code requirements are as follows:

- The offered building shall be evaluated for compliance with the **most recent edition** of The International Building Code; with the exception that chapter 10 of IBC shall be replaced by the entire contents of the most recent edition of NFPA 101, *Life Safety Code*. All areas which do not meet the most recent editions of these criteria shall be identified as to the extent which they do comply and included in the deficiencies.

Automatic sprinkler requirements are as follows:

- Where at least 35,000 square feet, any portion of which is on or above the 6th floor, is offered to the government for lease, the entire building must be provided with automatic sprinkler protection or an equivalent level of safety.
- All floors on which the Government occupies below grade space, regardless of the amount, must be sprinklered (including garage areas offered for lease by the Government).
- All hazardous areas, as defined by NFPA 101, *Life Safety Code*, shall be protected throughout by automatic sprinklers.
- Where acceptable to the local authority having jurisdiction, chained and locked sprinkler control valves are an acceptable alternative to electronic supervision.
- All buildings utilizing Central Sprinkler Company's Omega line of sprinkler heads shall be identified; including: model, location(s), # of heads, approximate age, etc.

Egress requirements are as follows:

- Scissor stairs are considered to be a single stair by GSA criteria.
- Exits must be remotely located by 1/2 of the maximum diagonal dimension of the building floor, or space; for non-sprinklered buildings. For completely sprinklered buildings in Maryland, the exits are required to be remotely located by 1/3 the maximum diagonal dimension (per NFPA 101). For completely sprinklered buildings in Washington, DC and Virginia, the exits are required to be remotely located by 1/4 the maximum diagonal dimension (per BOCA).

All of the following items must be provided with the building Fire Protection & Life Safety Evaluation before being acceptable for review by the GSA Fire Protection Engineering office:

- Completed SFO Attachment #4 with supplemental building information.
- Findings, recommended corrective action and section-specific code and/or criteria references. Reports for buildings in which no deficiencies are identified shall state such in an explicit statement located in the "findings & recommendations portion of the report. (Specific GSA criteria, noted above, does not require listing of a section.)
- "Statement of Fire Protection Engineer", with an affixed Professional Engineering stamp or seal, signed and dated by the fire protection engineer who conducted the survey and completed the report.
- "Offeror Statement of Correction" signed and dated by the offeror or designated representative.
- Initial of fire protection engineer and offeror, or designated representative, on each page of the completed SFO attachment #4 and its supplemental information.

This form (in Microsoft Word 6.0 format) can be obtained by bringing a 3-1/2" pre-formatted (IBM) diskette to:

**General Services Administration
Safety and Environment Branch (WPMOX)
National Capital Region, Room 2080
7th & D Streets, SW
Washington, DC 20407**

INITIALS	
Lessor	Gov't
JK	JE

FIRE PROTECTION & LIFE SAFETY EVALUATION

The offeror represents and agrees, as part of its offer, that the proposed space/building is as described below and contains the identified features and devices. **THIS EVALUATION WILL BE MADE BY BOTH THE OFFEROR AND A REGISTERED FIRE PROTECTION ENGINEER. THE FIRE PROTECTION ENGINEER'S OFFICIAL STAMP (PROFESSIONAL LICENSE) MUST BE PLACED ON THE EVALUATION.** Should this form not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS			
BUILDING NAME: 3101 Park Center Dr.			
BUILDING ADDRESS: 3101 Park Center Dr.			
CITY: Alexandria			
STATE: Virginia			
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code: IBC		Year: 2003	
Fire Code: IFC		Year: 2003	
SIZE AND LAYOUT			
The following information applies to (check one): <input checked="" type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction <input type="checkbox"/> a building planned for lease construction with Government option to purchase			
Space offered to Government (By Floor): Floors 14, and 12 thru 2			
Approximate gross area of typical floor (identify atypical floors individually) 17,000			
Building Height in Feet Above the Lowest Level Of Fire Department Vehicle Access: 140 feet			
Number of Stories Above Grade: 14			
Number of Stories Below Grade: 5			
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)			
Restaurants: <input checked="" type="checkbox"/>			
Laboratories: <input type="checkbox"/>			
Storage: <input checked="" type="checkbox"/>			
Retail: <input checked="" type="checkbox"/>			
Other, list: _____			
BUILDING CONSTRUCTION TYPE (Check One)			
Fire resistive: <input checked="" type="checkbox"/>		Unprotective non-combustible: <input type="checkbox"/>	
Ordinary: <input type="checkbox"/>		Wood Frame: <input type="checkbox"/> Heavy Timber: <input type="checkbox"/>	
PUBLIC ADDRESS SYSTEMS			
Please Check "Yes," "No" or "NA" to the following question:		YES	NO
A Public address system is provided throughout the building			X

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR AK FPE SM GOVT RL REV.: 04/04 1 of 16

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
The building electrical system appears to comply with the National Electrical Code in that there are no obvious deficiencies (e.g. temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.	X	
THE FOLLOWING ITEMS ARE LOCATED IN THE SUBJECT BUILDING:		
Laboratories		X
Firing Ranges		X
Parking Garages (unsprinklered)		X
Print Shops (unsprinklered)		X
BUILDING EXITS HAVE THE FOLLOWING FEATURES:		
There are at least two exits from each floor (scissor stairs count as only one exit).	X	
Exits are remote in accordance with the requirements of NFPA 101..		X
Travel distance to exits are in accordance with the requirements of NFPA 101.	X	
All exits discharge in accordance with the latest version of NFPA 101 or BOCA, National Building Code.		X
Exit access is at least 44 inches wide.	X	
Dead ends and common paths of travel are in accordance with the latest version of NFPA 101.	X	
A FIRE ALARM IS REQUIRED FOR THIS OCCUPANCY TYPE BY NFPA 101 OR BOCA.		
A fire alarm system is provided in accordance with NFPA 72.	X	
Manual evacuation alarm sounds in building.	X	
Alarm is transmitted to a listed central station or local fire department.	X	
Battery back-up power is provided for the fire alarm system in accordance with NFPA 72.	X	

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR JS FPE SM GOV'T LR REV: 04/04 2 of 16

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
THE BUILDING HAS THE FOLLOWING FIRE SUPPRESSION FEATURES:		
The building is fully sprinklered. Note: If the answer to this question is "no" please identify areas of partial sprinkler protection, if any, on an attached sheet. Note specifically if hazardous areas are sprinklered or not and whether below grade space that is occupied is sprinklered or not.	X	
Automatic sprinkler protection is provided throughout the occupied levels for space offered below grade.	X	
Central Sprinkler Company's Omega line of sprinklers are installed in the building (describe location(s), model(s), no. of sprinklers, date installed, etc. on additional sheet).		X
A standpipe system is required for this occupancy type by the Model Building Code.	X	
A standpipe system is provided in the building in accordance with the Model Building Code.	X	
Portable fire extinguishers are present in adequate size, spacing and location; and have a current inspection certificate and maintenance contract in accordance with NFPA 10.	X	
EXIT HARDWARE AND DOORS HAVE THE FOLLOWING FEATURES:		
Exit doors swing in the direction of exit travel; where required by code.	X	
All fire doors are self-closing or automatic-closing; and self-latching.	X	
All fire doors are in proper working order.		X
Exit doors require one action to open (e.g. no locks, locked during unoccupied periods only). Note: Special locking arrangements may be permitted if allowed under local jurisdiction.	X	
EXIT AND EMERGENCY LIGHTING SYSTEMS HAVE THE FOLLOWING FEATURES:		
Illuminated exit signs are provided in accordance with NFPA 101.	X	
Emergency lighting is provided along exit paths in accordance with NFPA 101.	X	
Emergency power is provided for emergency lights and exit signs.	X	
INTERIOR FINISHES HAVE THE FOLLOWING CHARACTERISTICS:		
Interior finish for ceilings, walls, and floors, are installed without obvious deficiencies (e.g. no cork board, no carpet on walls, no cellular plastic finishes, etc.). If potential problems are noted, describe on an attached sheet.	X	
ELEVATORS HAVE THE FOLLOWING FEATURES:		
Elevators have a current certificate of elevator inspection from the local jurisdiction.	X	
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.	X	
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.	X	
Elevator recalls to an alternate level when activated by primary level smoke detector.	X	
Firemen's capture feature is provided.	X	
FOR SPACE OFFERED ON OR ABOVE THE 6TH FLOOR (GREATER THAN 75' ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS):		
Automatic sprinkler protection is provided for all floors of the building where the government leases 35,000 square feet or more, in the building, in total. See the cover page.	X	

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR JA FPE SM GOVT SL REV: 04/04 3 of 16

GENERAL BUILDING INFORMATION

On an attached sheet, please respond to each of the following building features; as they apply to the offered building. Identify each response by a number corresponding to the items below. Respond "N/A" for items which are not applicable. Respond "None" for items which do not exist in the building.

1) # Stories above grade:	2) # Stories below grade:
3) Floors offered to government:	4) Height of highest offered floor above lowest level of fire department vehicle access (in feet):
5) Types of occupancies on each floor. Indicate all of other than business occupancy.	6) Approximate gross area of typical floor (identify atypical floors individually):
7) Describe construction type (fire resistive, unprotected non-combustible, ordinary, wood frame, heavy timber) & NFPA 220 classification for floors, walls, columns, and roof.	8) Describe fire-rated subdivision of building floors (including stairs, tenant separation, mechanical rooms, etc.)
9) Describe any smoke detectors with attention to the following: a) locations. b) appropriate type? c) control equipment location d) control equipment manufacturer. e) connection to building fire alarm system.	10) Describe any heat detectors with attention to the following: a) locations b) appropriate type? c) control equipment location d) control equipment manufacturer e) connection to building fire alarm
11) Describe any other fire detectors with attention to the following: a) locations. b) appropriate type? c) control equipment location. d) control equipment manufacturer. e) connection to building fire alarm system	12) Describe emergency lighting: a) type. b) location. c) secondary source(s) of power.
13) Describe exit signs: a) type. b) location. c) secondary source(s) of power.	14) Describe emergency generator: a) power source(s). b) capacity. c) location. d) connected building systems.
15) Describe the fire suppression system(s) with attention to the following: a) sprinkler-location(s). b) waterflow alarm(s)-type and location. c) control valves-type and typical location. d) valve tamper switches-type and adequacy. e) standpipe-riser size, location and number. f) location(s) and manufacturer/model of fixed CO ₂ , dry chemical, and/or clean-agent fire suppression systems. g) water supply-type, size, arrangement, etc. h) supply static pressure (psi). i) fire pump data: i. UL listed for fire pump service? ii. separate controller for jockey pump? iii. NFPA 20 compliant? iv. rated capacity (gpm). v. rated net pressure (psi). vi. primary power supply. vii. secondary power supply. viii. manufacturer j) compliance to testing & maintenance required by NFPA 25. h)	16) Describe the communications system with attention to the following: a) type of fire alarm system: i. hardwired, multiplex, analog, etc. ii. location. iii. manufacturer/model. iv. operating voltage. b) central station (company name). c) emergency telephone system. d) secondary power source. e) control panel information. f) manual station locations. g) type of alarm indicating appliances (visual and/or audible) and locations. h) notification system (entire building, floor above & below, etc.). i) type of devices that sound evacuation alarm (list all types). j) system interfaces with? (elevators, smoke control, electric door locks, HVAC, etc.). k) compliance to testing & maintenance required by NFPA 72. i.

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR

FPE

SM

GOVT

REV: 04/04

4 of 16

17) Describe the building's means of egress (NFPA 101):

- a) number of exits per floor.
- b) points of discharge for each exit.
- c) capacity of each exit .
- d) occupant load per floor.
- e) remoteness of exits:
 - i. maximum diagonal dimension of typical floor (identify for others if different than that of typical floors).
 - ii. exit door separation.
 - iii. how is distance measured (straight line or along rated exit access corridor).
- f) exit access-width, fire resistance rating, arrangement.
- g) exit stair enclosure.
- h) exit discharge protection.
- i) exit dimensions - width, tread, riser.
- j) handrails (presence, stability, height above tread, graspability, etc.).
- k) dead ends.
- l) common paths of travel.
- m) vertical openings (open stairs, atriums, escalators, etc.).
- n) penetrations of exit enclosures not related to the function of the exit.
- o) exit stairway pressurization, if any.

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR JA FPE SM GOVT LR REV:: 04/04

5 of 16

FINDINGS AND RECOMMENDATIONS

Provide a list of all findings and recommendations for the building. Include a code reference for each finding. If there are no findings for the building indicate NONE on this sheet. Add additional sheets as necessary.

1. **Finding:** Fire alarm pull stations exceed the 5 feet maximum distance from Stair B (South) from floors 2 through 14.

Recommendation: Relocate the pull stations to within 5 feet of the exit doorway.

Code Reference: NFPA 72, Section 2-8.2.2

2. **Finding:** Heat detectors for shut down of the elevator power prior to sprinkler activation in elevator machine room were installed more than 2 feet from the sprinkler heads.

Recommendation: Relocate the heat detectors to within 2 feet of each sprinkler head.

Code Reference: NFPA 72, Section 3-9.4.2

3. **Finding:** Strobe locations in corridors on floors 2 through 14 exceed the maximum spacing.

Recommendation: Relocate the strobes to within 15 feet from the end of the corridor.

Code Reference: NFPA 72, Section 4-4.4.2.2

4. **Finding:** Stair doors do not latch properly.

Recommendation: Repair the door hardware, so that the stair doors latch securely.

Code Reference: IFC 2003, Section 703.2.3

5. **Finding:** Some exit signs were not working.

Recommendation: Replace the light bulbs; and ensure the exit signs are in working order.

Code Reference: IFC 2003, Section 1011.5.2

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR JA FPE SM GOVT LL REV.: 04/04 6 of 16

6. Finding: At the level of discharge, interruption devices in the stairs are not provided.

Recommendation: Provide partitions, door or other effective means at the level of discharge. .

Code Reference: NFPA 101, Section 7.7.3

7. Finding: The exit remoteness is less than one-fourth the length of the maximum over all diagonal dimension of the sprinklered building.

Recommendation: In order to meet this requirement, the corridors that connect the two exit enclosures shall be constructed to a one-hour fire resistance-rated corridor. This will meet the exit remoteness requirements by measuring along the line of travel within the corridor, instead of using the straight line method.

Code Reference: NFPA 101, 7.5.1.3.4

8. Finding: Exit signs in the parking garage exceed the maximum spacing, and are not readily visible.

Recommendation: Provide additional exit signs, and make the existing exit sign visible.

Code Reference: NFPA 101, Section 7.10

9. Finding: Door of Stair A on the Plaza Level does not latch when the stair pressurization fan is on.

Recommendation: Ensure that the door is properly latching, and the open force for the door is not more than 15 lbs.

Code Reference: NFPA 101, Section 7.7.3

10. Finding: No sprinklers are installed at the top and bottom of the stairs A and B.

Recommendation: Provide sprinkler protection in these locations.

Code Reference: NFPA 13, Section 8.14.3

11. Finding: Piping and conduit penetrating the rated fire pump room and electrical vault.

Recommendation: Properly fire stop the penetrations.

Code Reference: IBC 2003, Section 712.3.1

12. Finding: Sprinkler is too far from the ceiling in Stair B on Garage Level D.

Recommendation: Relocate the sprinkler to within 12 inches from the ceiling.

Code Reference: NFPA 13, Section 8.6.4.1.1

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR

JX

FPE

sn

GOVT

SL

REV: 04/04

7 of 16

13. Finding: Smoke detectors for activation of the stair pressurization system are not provided.

Recommendation: Provide smoke detectors outside the stairs.

Code Reference: IBC 2003, Section 909.20.6

14. Finding: Stairs B discharges into Garage Level D which is below ground.

Recommendation: Provide direct discharge from Stair B on Plaza Level to a public way.

Code Reference: NFPA 101, Section 7.7.1

15. Finding: Garage Stair discharge location does not provide safe access to a public way.

Recommendation: Provide safe access to a public way including installation of a minimum 44-inches wide solid surface pathway to a public way.

Code Reference: NFPA 101, Section 7.7.1.1

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR JA FPE SM GOVT fl REV:: 04/04 8 of 16

STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full inspection of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page in the space marked "FPE". My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION, AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(IF NO DEFICIENCIES WERE IDENTIFIED, DURING THE SURVEY, PLEASE EXPLICITLY STATE SO IN THE FINDINGS AND RECOMMENDATIONS PORTION OF THE REPORT)

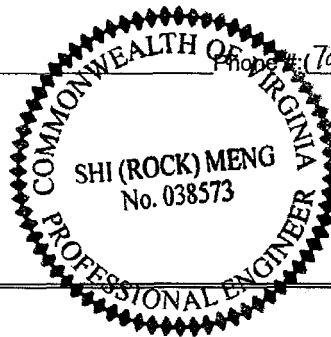
Signature: (b) (6) Date: 6/8/06

Printed Name:

Name of Firm: ROLF JENSEN & ASSOC. INC Phone #: (703) 641-4600

License Number: 0402 038573

Stamp Here:



OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the offeror shall attach a sheet describing the exact nature of the deficiency, and the offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: SURVEYS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA FIRE PROTECTION ENGINEERING OFFICE.

Signature: (b) (6) Date: 12/9/06

Printed Name: Jeffrey Taper

Title: Authorized Signatory

Name of Firm: Stonewater FMS Funding LLC

BUILDING NAME: 3101 Center Park Dr.

BUILDING ADDRESS: 3101 Center Park Dr.

DATE OF SURVEY: June 6, 2006

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR JX FPE SM GOVT JR REV.: 04/04 9 of 16

**FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR
3101 PARK CENTER DRIVE.
ALEXANDRIA, VA**

Prepared For:

Jones Lang LaSalle.
5001 Eisenhower Ave.
Alexandria, VA 22304

Prepared By:

Rolf Jensen & Associates, Inc.
3040 Williams Drive
Suite 400
Fairfax, VA 22031

June 8, 2006

W39806

© 2005 Rolf Jensen & Associates, Inc. All Rights Reserved

GENERAL

In conducting the survey and completing the SFO Attachment No. 4, Fire Safety Inspection and Fire Protection Certification Form, including the General Building Information portion, only the fire protection and life safety aspects associated with each item have been addressed. Notes at the end of this report provide additional information with respect to the specified criteria. References are made to the 2003 edition of the International Building Code and the latest edition of the Life Safety Code (2006), NFPA 101, is also referenced.

The information in this report is based on a walk-through visual survey of the building conducted on June 8, 2006 by Mr. Shi (Rock) Meng, P.E. of Rolf Jensen & Associates, Inc. Functional testing, destructive testing and destructive visual inspection were outside the scope of the survey and were not conducted. Information was also obtained through discussions with the building engineer, and through examination of available architectural and engineering record drawings.

The building is located at 3101 Park Center Dr., Alexandria, VA. The building consists of 5 underground garage levels, 14 stories of office spaces and a penthouse. The first floor also consists of the building's lobby, retail spaces and a restaurant. The Penthouse houses mechanical equipment and the elevator machine room.

GENERAL BUILDING INFORMATION

1. Number of Stories Above Grade – 14 plus a penthouse.
2. Number of Stories Below Grade – 5
3. Floors Offered to Government – Floors 14, and 12 thru 2
4. Height of Highest Offered Floor – 140' feet above lowest level of fire department vehicle access.
5. Type of Occupancy on Each Floor:
 - a. Penthouse – mechanical.
 - b. Floors Garage Levels A thru E - storage
 - c. Floors 2 through 14 – business.
 - d. First Floor – assembly, storage and business.

6. Approximate Gross Area Per Floor:
 - a. 77,000 square feet - Parking Levels
 - b. 13,100 square feet – Plaza Level (1st Floor).
 - c. 17,000 square feet - Floors 2 through 14.
7. Construction Type – The building is of Type 1B, protected noncombustible construction ((Type II (222) per NFPA 220)).
8. Fire Rated Subdivision of Building Spaces – Stairs and exit passageway are fire resistance rated 2-hours. Elevator shafts are fire resistance rated 2-hours.
9. Smoke Detectors: The building is equipped with smoke detectors as follows:
 - a. Locations – area detectors in the elevator lobbies, elevator machine rooms, electrical closets, telephone closets, and in the fire command center.
 - b. Type – ionization.
 - c. Control Equipment Location – Fire Control Room on Garage Level A.
 - d. Control Equipment Manufacturer – EST (Landis)
 - e. Connection to Building Fire Alarm System – Yes, to EST panel (Landis).
10. Heat Detectors:
 - a. Locations – In the elevator machine room next to each sprinkler head.
 - b. Type – fixed temperature.
 - c. Control Equipment Location – Fire Control Room on Garage Level A.
 - d. Control Equipment Manufacturer – EST (Landis).
 - e. Connection to Building Fire Alarm System – Yes, to EST (Landis).

11. Other Fire Detectors – Duct detectors are located at the return air duct of each HVAC unit.
12. Emergency Lighting - The building is equipped with an emergency lighting system as follows:
 - a. Type – fluorescent fixtures and battery pack
 - b. Location – exit stairs, exit corridors and along exit access in tenant spaces.
 - c. Secondary Power Source – emergency generator and battery
13. Exit Signs - The building is equipped with exit signs as follows:
 - a. Type – internally illuminated.
 - b. Location – at exits, entrances to exit stairs, corridors at change in direction of egress path, and in tenant spaces.
 - c. Secondary Power Source – emergency generator.
14. Emergency Generators - The building is equipped with an emergency generator as follows:
 - a. Power Source – diesel.
 - b. Capacity – 125kw, 155 kva.
 - c. Location – Garage Level B.
 - d. Connected Building Systems – one elevator, emergency lighting, exit sign and fire alarm system.
15. Fire Suppression System - The building is equipped with automatic fire suppression systems as follows:
 - a. Sprinkler Location – The building is fully sprinklered.
 - b. Water Flow Alarms – On each floor level, and in each of the stair enclosures.
 - c. Control Valves – butterfly valves in the stairs at floor levels, OS&Y valves at the dry sprinkler risers, and gate valve at the incoming city water supply.
 - d. Valve Tamper Switches – indicating-type at each control valve in the stairs, at the dry sprinkler risers, and at the incoming city water supply.

- e. Standpipes – one 4 -inch standpipe riser located in each exit stair with 2½" Class I hose valves. An additional hose outlet is located in the parking garage.
 - f. Other Fixed Automatic Fire Suppression Systems – Dry sprinkler systems serving the parking garage.
 - g. Water Supply – 8 inch from city main.
 - h. Supply Static Pressure –60 psi.
 - i. Fire Pump – Located on the Garage Level A. The pump is a Patterson Diesel Pump, providing 500 gpm at 100 psi.
 - i. UL listed for fire pump service – Yes.
 - ii. Separate controller for jockey pump – Yes.
 - iii. NFPA 20 Compliant – Yes.
 - iv. Rated capacity – 500 gpm.
 - v. Rated net pressure – 100 psi
 - vi. Primary power supply – Building power supply
 - vii. Secondary power supply – Diesel engine
 - viii. Manufacturer – Patterson
 - j. Compliance to Testing and Maintenance – The sprinkler system, including the dry pipe systems and standpipe system, are maintained by an outside sprinkler contractor.
16. Communication System - The building is equipped with a fire alarm/communication system as follows:
- a. Type Fire Alarm System – Landis (EST), addressable, voice evacuation fire alarm system located in the Fire Control Room on Garage Level A. It operates at 24 Volts.
 - b. Central Station Service – Setec.
 - c. Emergency Telephone System – Fire fighter telephone handsets are provided in stair enclosures, elevator cabs, and elevator lobbies. A two way emergency telephone system is also provided in each elevator cab, and is monitored by Setec System.
 - d. Secondary Power Source – emergency generator.
 - e. Control Panel – Landis (EST).
 - f. Manual Station Locations – at entrances to exit stairs and exits to exterior.

- g. Type of Alarm Indicating Appliances – Speakers and/or strobes.
 - h. Notification System – Fire floor and floors above and below, or the entire building.
 - i. Type of Devices that Activate the General Alarm – (According to the Graphic Annunciator) smoke detectors, duct smoke detectors, heat detectors, manual pull stations, sprinkler water flow devices, standpipe water flow devices, dry sprinkler water flow and main fire service water flow.
 - j. System Interfaces – emergency generator, elevators, fire pump, HVAC shut down, access control, and stair pressurization.
 - k. Compliance to Testing and Maintenance – The fire alarm system acceptance test is conducted annually.
17. Means of Egress - The building's means of egress system is arranged as follows:
- a. Numbers of Exits per Floor - 2 sets of stairs are provided. In addition, the first floor is provided with exterior exits, and the building's main lobby entrance. The store front spaces all have street front entrances, and secondary egress. The penthouse has access to one of the stairs. A third exit stair serves the garage levels.
 - b. Point of Discharge of Each Exit – Stair B (South) discharges to the Garage Level D. Stair A (North) discharges into the building's first floor lobby. The Garage Stair discharges to exterior of the building.
 - c. Capacity of Each Exit – 153 persons per stair, and 340 per double door.
 - d. Occupant Load Per Floor – 170 persons (Floors 2 thru 14); 420 persons (1st Floor); 385 (Garage Levels).
 - e. Remoteness –
 - i. Maximum Overall Dimension – 196 feet.
 - ii. Exit Door Separation – 43 feet.
 - iii. Measuring Method – straight line.
 - f. Exit Access – No rating. A minimum width of 48 inches is provided for exit access.
 - g. Exit Enclosure – 2-hour fire resistance rated construction with 90-minute fire resistance rated doors.

- h. Exit Discharge Protection – Stair A discharges into 1st Floor lobby which is equipped with automatic sprinklers. Stair B discharges onto the Garage Level D. The Garage Stair discharges to outside.
 - i. Exit Dimensions - Stair 1, 2 and 3
 - i. Width – 46 inches.
 - ii. Tread – 10 inches. (Complaint with NFPA 101, Table 7.2.2.2.1(b))
 - iii. Riser – 7 1/2 inches.
 - j. Handrails – Handrails are tubular steel securely mounted to wall and stair and located on both sides of stair at a height of 32 inches.
 - k. Dead-ends – none.
 - l. Common Paths of Travel – none.
 - m. Vertical Openings – The building has a mail chute that continues from the lobby level to the top occupied floor.
 - n. Penetrations of Exit Enclosures – None.
18. Exit Stairway Pressurization – Stairs 1 and 2 are equipped with stair pressurization activated by receipt of a general fire alarm in the building.

SUMMARY STATEMENT

Incorporating the recommendations summarized in this report, the building complies with the SFO Attachment No. 4 criteria.

ROLF JENSEN & ASSOCIATES, INC.

Prepared by:

(b) (6)

Shi (Rock) Meng, P.E.

618106

Date

SRM/JMG:ml

G:\DC\W39000-W39999\W39806 - 3101 Park Center Dr SFO\WP\General Building Information.doc

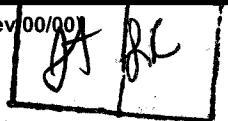
Enclosure



GSA Public Buildings Service

Lessor's Annual Cost Statement (Final Proposal Revisions)

(b) (4)

A large, solid black rectangular redaction box covers the majority of the page content, starting below the title and ending above the footer. The text "(b) (4)" is printed in red at the top left corner of this redacted area.A handwritten signature and initials are present in the bottom right corner. The signature appears to be "JL" and the initials "BL" are written next to it. They are enclosed within a hand-drawn rectangular box.

(b) (4)

(b) (4)



(b) (5), (b) (6), (b) (7)(F)



INITIALS	
Lessor	Gov t
JK	JK

(b) (5), (b) (6), (b) (7)(F)





2006

INITIALS	
Lessor	Gov t
JK	JK

(b) (5), (b) (6), (b) (7)(F)



INITIALS	
essor	Gov t
	

(b) (5), (b) (6), (b) (7)(F)



INITIALS	
ssor	Gov t
8	8

(b) (5), (b) (6), (b) (7)(F)

✓	TTALS
Gov t	

(b) (5), (b) (6), (b) (7)(F)

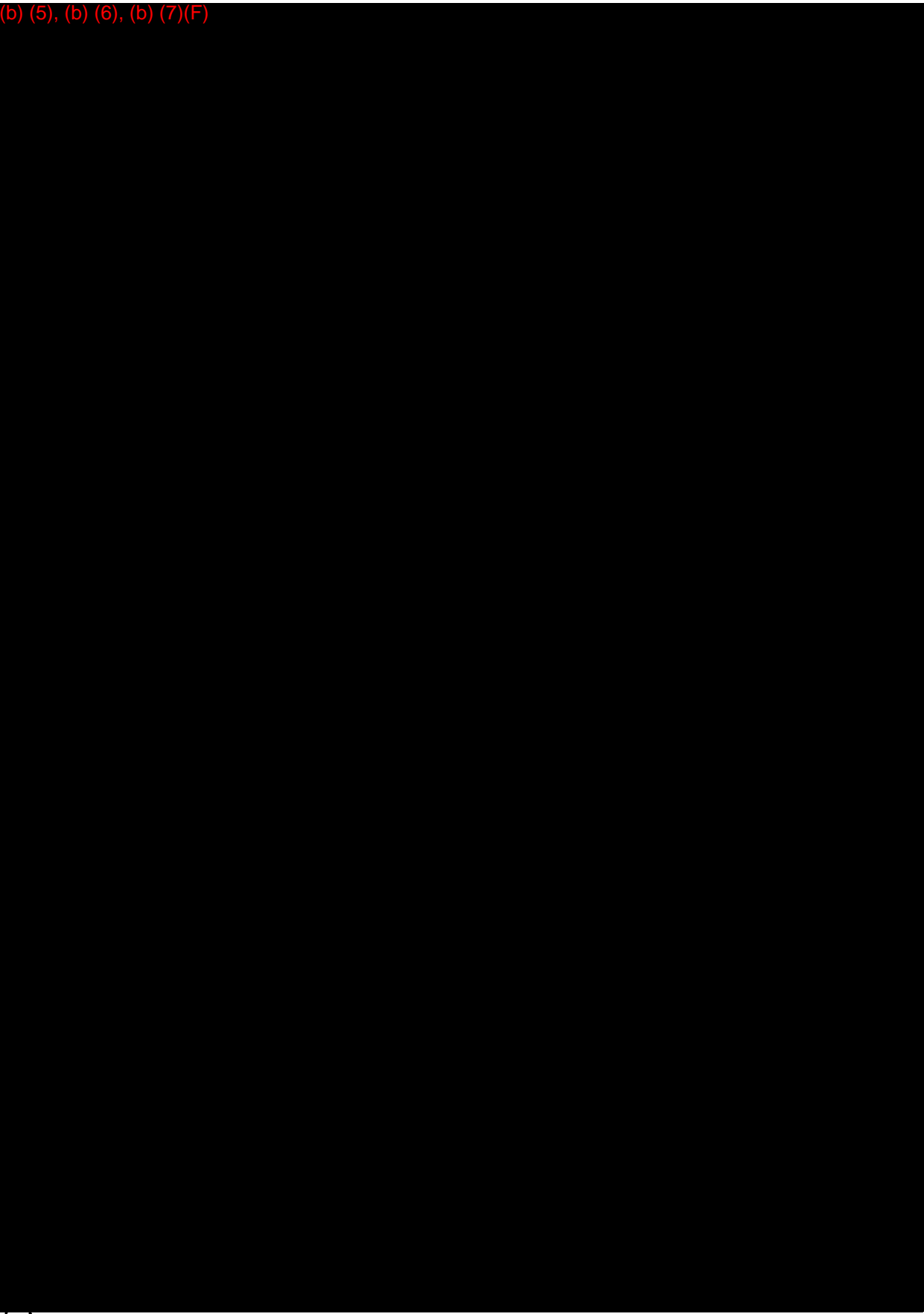


INITIALS	
SSOF	Gov t
8	2

(b) (5), (b) (6), (b) (7)(F)

INITIALS	
LESSOR	Gov t
<i>[Signature]</i>	<i>[Signature]</i>

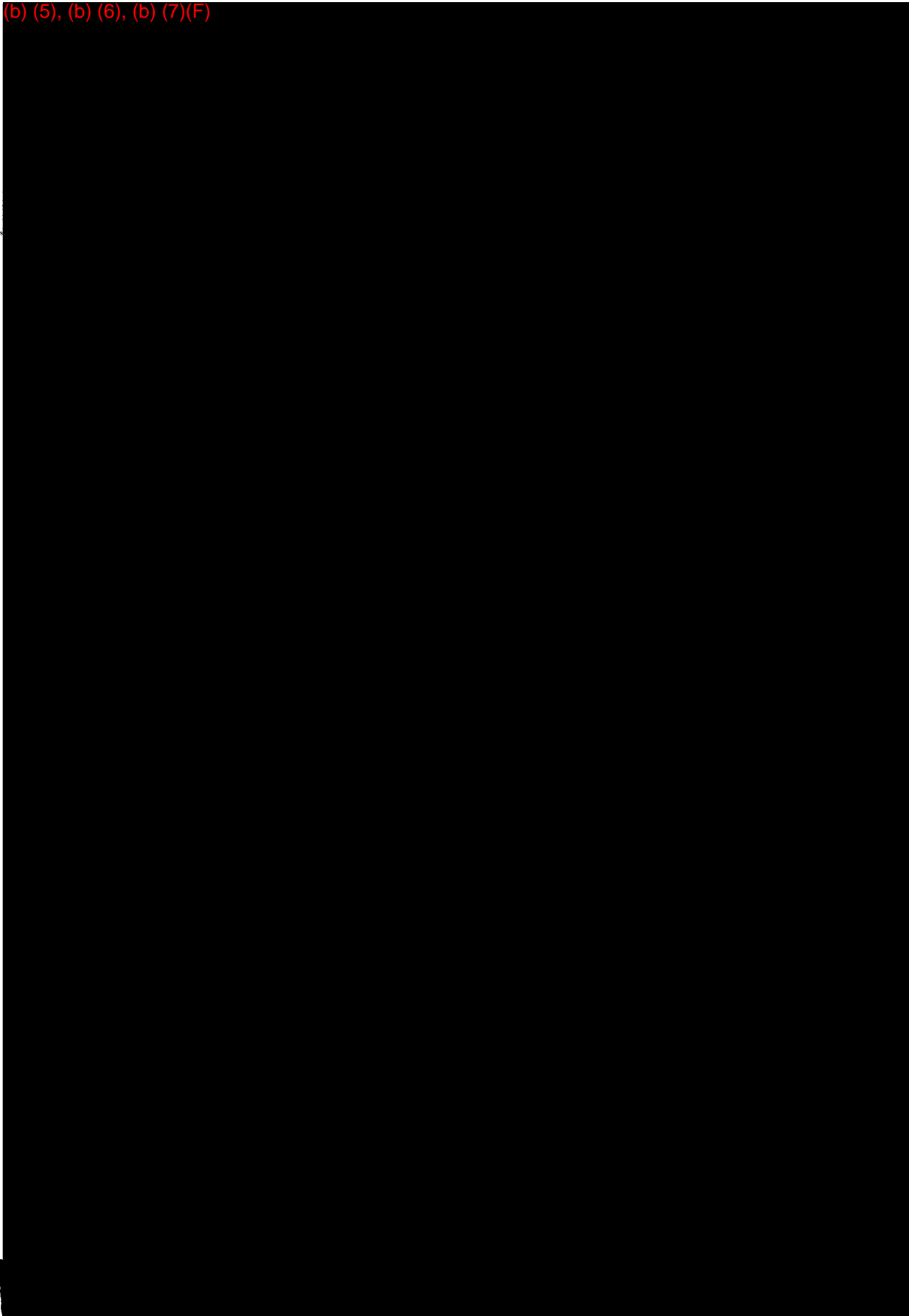
(b) (5), (b) (6), (b) (7)(F)







(b) (5), (b) (6), (b) (7)(F)



Lessor	Govt
8	8

TOTALS

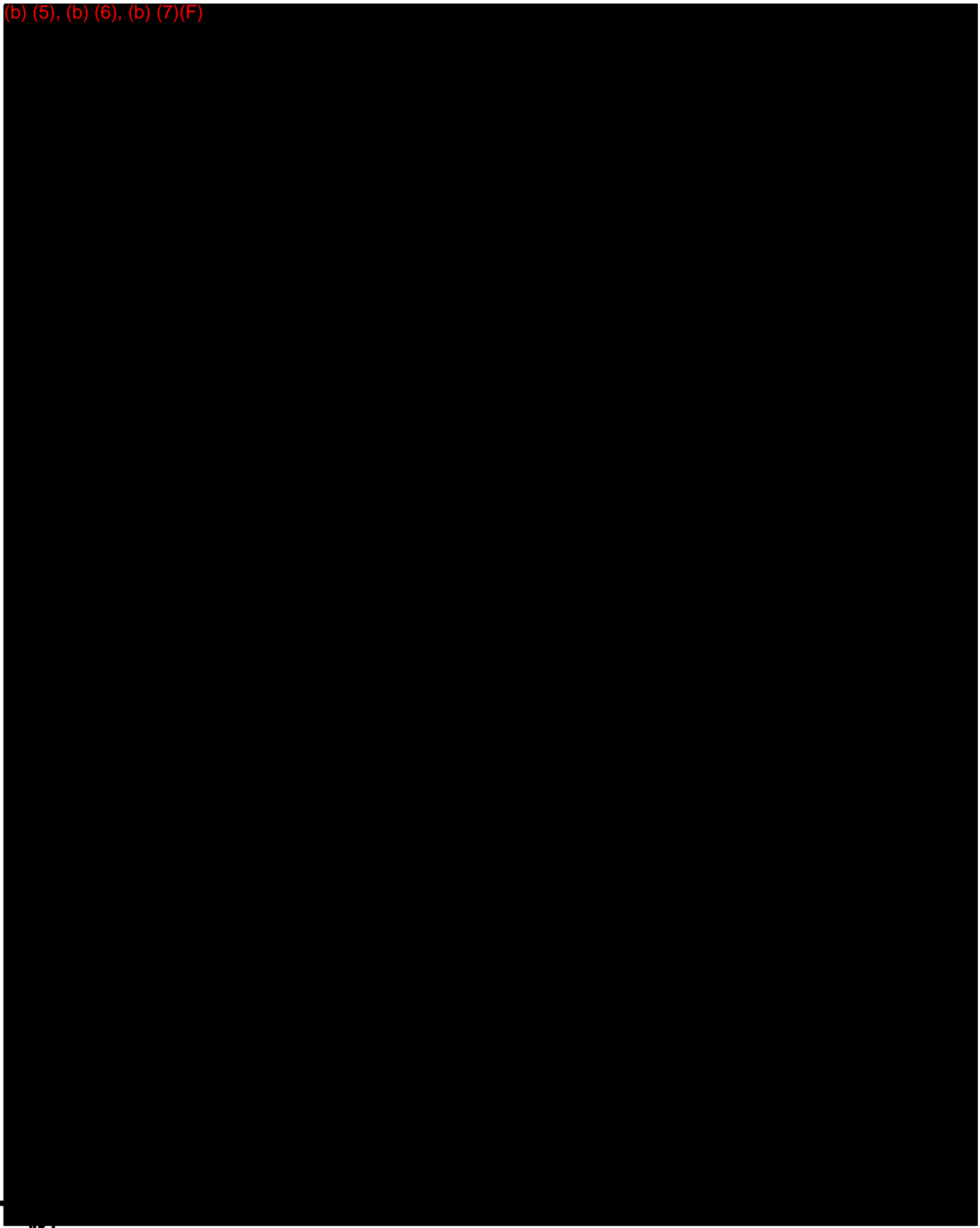
(b) (5), (b) (6), (b) (7)(F)

PROCESSED

Lessors	Govt
<i>[Signature]</i>	<i>[Signature]</i>

TAAS

(b) (5), (b) (6), (b) (7)(F)



INITIALS	
SSOR	Gov t
<i>AK</i>	<i>BC</i>

(b) (5), (b) (6), (b) (7)(F)

5	ov t	28	28
---	------	----	----

(b) (5), (b) (6), (b) (7)(F)



INITIALS	
Gov t	✗
SOR	✗

(b) (5), (b) (6), (b) (7)(F)



0
ALIS
Govt
25

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery—Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

INITIALS: PA & LR
LESSOR GOVERNMENT

LABOR STANDARDS	38	52.222-26	Equal Opportunity
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	40	52.222-21	Prohibition of Segregated Facilities
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
	42	52.222-36	Affirmative Action for Workers with Disabilities
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	45	52.215-12	Subcontractor Cost or Pricing Data
	46	52.219-8	Utilization of Small Business Concerns
	47	52.219-9	Small Business Subcontracting Plan
	48	52.219-16	Liquidated Damages—Subcontracting Plan

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: JA & HR
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 DEFINITIONS (SEP 1999) (VARIATION)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - (1) acts of God or of the public enemy,
 - (2) acts of the United States of America in either its sovereign or contractual capacity,
 - (3) acts of another contractor in the performance of a contract with the Government,
 - (4) fires,
 - (5) floods,
 - (6) epidemics,
 - (7) quarantine restrictions,
 - (8) strikes,
 - (9) freight embargoes,
 - (10) unusually severe weather, or
 - (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (m) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (n) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

INITIALS:


LESSOR

&


GOVERNMENT

2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

INITIALS:


LESSOR

&


GOVERNMENT

(b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

- (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a

INITIALS:


LESSOR

&


GOVERNMENT

term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
- (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all

INITIALS:


LESSOR

&


GOVERNMENT

administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)

(a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.

INITIALS:


LESSOR

&


GOVERNMENT

- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active."
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation.
- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly

INITIALS:

LESSOR

&

GOVERNMENT

as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
 - (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
 - (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.

INITIALS:


LESSOR

&


GOVERNMENT

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

23. 552.232-75 PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

INITIALS:


LESSOR

&


GOVERNMENT

- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
 - (1) Designate a financial institution for receipt of EFT payments.
 - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
 - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
 - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
 - (2) Lessor's name.
 - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

INITIALS: JA & LL
LESSOR GOVERNMENT

- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applicable to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to

INITIALS:


LESSOR

&


GOVERNMENT

solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

INITIALS:


LESSOR

&


GOVERNMENT

- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

INITIALS:

LESSOR

&

GOVERNMENT

- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

INITIALS: AX & SL
LESSOR GOVERNMENT

32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the

INITIALS:


LESSOR

&


GOVERNMENT

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications (including drawings and designs);
- (2) Work or services;
- (3) Facilities or space layout; or
- (4) Amount of space, provided the Lessor consents to the change.

(b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:

- (1) A modification of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or

[Signature] & [Signature]
LESSOR GOVERNMENT

- (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General.*
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

INITIALS:

LESSOR

&

GOVERNMENT

- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

37. 52.233-1 DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

INITIALS:


LESSOR

&


GOVERNMENT

- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
 - (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
 - (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
 - (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
 - (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

INITIALS:


LESSOR

&


GOVERNMENT

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

INITIALS:

LESSOR

&

GOVERNMENT

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an

INITIALS:


LESSOR

&


GOVERNMENT

establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

INITIALS:


LESSOR

&


GOVERNMENT

- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

INITIALS:

LESSOR

&

GOVERNMENT

- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Applicable to leases over \$10,000.)

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
 - (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
 - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

INITIALS:

LESSOR

&

GOVERNMENT

43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
 - (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
 - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
 - (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of

INITIALS:

LESSOR

&

GOVERNMENT

the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government

- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
- (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

INITIALS:


LESSOR

& 
GOVERNMENT

(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

INITIALS:


LESSOR


GOVERNMENT

47. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)**

(Applicable to leases over \$500,000.)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

INITIALS:


LESSOR

&


GOVERNMENT

- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

INITIALS: *JA*

LESSOR

&

 LR
GOVERNMENT

- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

INITIALS:


LESSOR

&


GOVERNMENT

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

INITIALS:


LESSOR

&


GOVERNMENT

48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

INITIALS:


LESSOR

&


GOVERNMENT

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property) 65-118-01943	Solicitation Number	Dated 1/16/09
--	---------------------	------------------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS:

DL & JH
LESSOR GOVERNMENT

(c) **Definitions.** As used in this provision—

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) **Definition.** "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) **Representation.** [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

INITIALS: DC & LL
LESSOR GOVERNMENT

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

INITIALS:

DC
LESSOR

&

DL
GOVERNMENT

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

INITIALS:

DC
LESSOR

&

GR
GOVERNMENT

- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

INITIALS:

DC & HL
LESSOR GOVERNMENT

(d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: (b) (4)
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- ☐ Sole proprietorship; ☐ Government entity (Federal, State, or local);
- ☐ Partnership; ☐ Foreign government;
- ☐ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-
- 4; ☐ Corporate entity (tax-exempt); ☒ Other LLC

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

9. 52.204-6 -- Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

INITIALS: DC

LESSOR

&

JK
GOVERNMENT

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 80785708

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☒ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE NM-Exchange, LLC by: North Star Realty Service LLC	NAME, ADDRESS (INCLUDING ZIP CODE) NAME Marty Edwards STREET 500 West Madison St CITY, STATE, ZIP Chicago IL 60661 (b) (6) Signature	TELEPHONE NUMBER 312-207-1049 <u>1/16/08</u> Date
--	--	---

INITIALS: DC & SL
LESSOR GOVERNMENT

Rider #1 to SFO 06-027
Lease No. GS-11B
Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of (b) (4) of the firm term value of this lease. The total amount of the commission is (b) (4). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego (b) (4) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is (b) (4). The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

The rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.

(b) (4) of the Commission Credit shall be applied to the First Month's rent, and (b) (4) of the Commission Credit shall be applied to the Second Month's Rent. Therefore, the adjusted First Month's Rent due by the Government shall be (b) (4) and the Second Month's Rent due by the Government shall be (b) (4).

Rider #1
SFO 06-027

Initials: &
LESSOR GOVT

Rider #2 to SFO 06-027
Lease No. GS-11B
Building Shell Renovations

The Lessor shall ensure and provide as necessary at the Lessor's expense, all Building Shell Renovations and improvements as outlined in the following list. All renovations and improvements must be made prior to the Government's acceptance of the space (with the exception of the on-going garage structural components which shall be completed within the next three years). Specifically, the following items must be corrected prior to Lease Commencement:

- ADA Restroom Renovations: Renovate existing restrooms throughout the entire building to bring them to ADA compliance.
- Elevator Cab Upgrades: Replace carpet, underlayment, walls, ceilings, lights and panels throughout the entire building.
- Elevator ADA Upgrades: Replace all hallway lanterns not ADA compliant.
- Elevator Door Modernization: Replace all door operating equipment, plus restrictors; install infra red edges.
- Entrance Door Controls: Install card reader access controls on 10 entries.
- Elevator Access Controls: Install card reader controls in 6 elevators.
- Entrance Door Automatic Door Openers: Install door openers on two entrances, Plaza and A levels.
- Common Area Carpet: Install 900sf of carpet in corridors on the 2nd – 14th floors.
- Fire Pull Stations: Relocate pull stations to within 5 feet of Stair B on the 2nd – 14th floors.
- Elevator Room Heat Detectors: Relocate to within 2 feet of each sprinkler head.
- Corridor Strobes: Relocate strobes to within 5 feet from the end of the corridor on floors 2 – 14.
- Fire Rated Door Repairs: Repair latches on all non-operational doors.
- Exit Signs: Replace bulbs where required throughout the building.
- Stairwell Partitions: In each stairwell, install partitions or doors at discharge level.
- Corridor Fire Rating: Corridors on the 2nd – 14th floors need to be one-hour fire rated.
- Garage Exit Signs: Add 5 signs per level.
- Stairwell Sprinklers: Add two heads per stairwell, plus relocate an existing head on D level.
- Fire Pump Room Repairs: Install fire stop in the new conduit penetrations.
- Stair B Sprinkler: Relocate head in Level D closer to the ceiling.
- Hallway Smoke Detectors: Install 2 detectors per floor.
- Garage Discharge Sidewalk: Install walkway from stairway exit to the nearest curb.

- Stairwell Door Swing: Replace door and reverse swing on south stairwell.
- Garage Renovations: Renovation to structural components – concrete repair, post tensioning, re-sealing.

Nothing in this Rider #2 shall be deemed a waiver or release of any obligation of the Lessor pursuant to the Lease (including the SFO and attachments). In other words, the listing of or identification of specific items of work in this Rider #2 shall not be construed as a limitation on items of work for which the Lessor is responsible as may otherwise be required by the Lease (including the SFO and attachments).

Rider #3 to SFO 06-027
Lease No. GS-11B
Fire Protection & Life Safety

The Lessor shall ensure and provide as necessary at the Lessor's expense, all Fire Safety improvements per paragraphs 8.2, 8.3, and 8.4 of this SFO to ensure that the building meets all local and national codes including NFPA 101. Any improvements must be made prior to the Government's acceptance of space. Specifically, the following items must be corrected prior to Lease Commencement:

- Fire alarm pull stations exceed the 5 feet maximum distance from Stair B (South) from floors 2 through 14. Relocate the pull stations to within 5 feet of the exit doorway. **Code Reference:** NFPA 72, Section 2-8.2.2
- Heat detectors for shut down of the elevator power prior to sprinkler activation in elevator machine room were installed more than 2 feet from the sprinkler heads. Relocate the heat detectors to within 2 feet of each sprinkler head. **Code Reference:** NFPA 72, Section 3-9.4.2
- Strobe locations in corridors on floors 2 through 14 exceed the maximum spacing. Relocate the strobes to within 15 feet from the end of the corridor. **Code Reference:** NFPA 72, Section 4-4.4.2.2
- Stair doors do not latch properly. Repair the door hardware, so that the stair doors latch securely. **Code Reference:** IFC 2003, Section 703.2.3
- Some exit signs were not working. Replace the light bulbs, and ensure the exit signs are in working order. **Code Reference:** IFC 2003, Section 1011.5.2
- At the level of discharge, interruption devices in the stairs are not provided. Provide partitions, door or other effective means at the level of discharge. **Code Reference:** NFPA 101, Section 7.7.3
- The exit remoteness is less than one-fourth the length of the maximum over all diagonal dimension of the sprinklered building. In order to meet this requirement, the corridors that connect the two exit enclosures shall be constructed to a one-hour fire resistance-rated corridor. This will meet the exit remoteness requirements by measuring along the line of travel within the corridor, instead of using the straight line method **Code Reference:** NFPA 101, Section 7.5.1.3.4
- Exit signs in the parking garage exceed the minimum spacing, and are not readily visible. Provide additional exit signs, and make the existing exit sign visible. **Code Reference:** NFPA 101, Section 7.10
- Door of Stair A on the Plaza Level does not latch when the stair pressurization fan is on. Ensure that the door is properly latching, and the open force for the door is not more than 15 lbs. **Code Reference:** NFPA 101, Section 7.7.3
- No sprinklers are installed at the top and bottom of the stairs A and B. Provide sprinkler protection in these locations. **Code Reference:** NFPA 101, Section 8.14.3
- Piping and conduit penetrating the rated fire pump room and electrical vault. Properly fire stop the penetrations. **Code Reference:** IBC 2003, Section 712.3.1

- Sprinkler is too far from the ceiling in Stair B on Garage Level D. Relocate the sprinkler to within 12 inches of the ceiling. **Code Reference:** NFPA 13, Section 8.6.4.1.1
- Smoke detectors for activation of the stair pressurization system are not provided. Provide smoke detectors outside the stairs. **Code Reference:** IBC 2003, Section 909.20.6
- Stair B discharges into Garage Level D which is below ground. Provide direct discharge from Stair B on Plaza Level to a public way. The Lessor shall provide a 2-hour fire rated passageway from one of the exit stairs to directly outside of the building. The requirements of Attachment #4 to the SFO allows for ¼ separation for buildings in Virginia constructed under the BOCA building code. Despite its acceptance by the local jurisdiction, the current configuration does not meet GSA requirements. The Lessor shall enclose the corridors connecting the two exit enclosures with 1-hour fire resistive rated construction. **Code Reference:** NFPA 101, Section 7.7.1-2
- Garage Stair discharge location does not provide safe access to a public way. Provide safe access to a public way including installation of a minimum 44-inches wide solid surface pathway to a public way. **Code Reference:** NFPA 101, Section 7.7.1.1
- A means to manually activate the stair pressurization fans is not provided. A means to manually activate the stair pressurization fan should be provided near the fire alarm control panel. **Code Reference:** NFPA 101 (2003), Section 7.2.3.10.2
- The heat detectors in the elevator machine room are hanging by its wires and not properly secured. The heat detectors should be properly secured. **Code Reference:** NFPA 72 (2002), Section 4.3.1

Nothing in this Rider #3 shall be deemed a waiver or release of any obligation of the Lessor pursuant to the Lease (including the SFO and attachments). In other words, the listing of or identification of specific items of work in this Rider #3 shall not be construed as a limitation on items of work for which the Lessor is responsible as may otherwise be required by the Lease (including the SFO and attachments).

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. <u>1</u>	DATE JAN 30 2008										
TO LEASE NO. GS-11B-01943												
ADDRESS OF PREMISES Rt. 7 Park Center Drive Alexandria, VA 22309-0000												
<p>THIS AGREEMENT, made and entered into this date by and between NM-Exchange LLC Whose address is</p> <p style="margin-left: 40px;">c/o Cambridge Asset Advisors L.P. 560 Herndon Parkway, Suite 210 Herndon, VA 20170-5246</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u>, as follows:</p> <p>This Supplemental Lease Agreement is issued to reflect a change in the Lessor/Payee name and address and as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Old Lessor</u> Stonewaters FNS Funding LLC c/o Jones Lang LaSalle 5001 Eisenhower Avenue Alexandria, VA 22304 </td> <td style="width: 50%; vertical-align: top;"> <u>New Lessor/Payee Information</u> NM-Exchange LLC c/o Cambridge Asset Advisors L.P. 560 Herndon Parkway, Suite 210 Herndon, VA 20170-5246 Taxpayer ID: (b) (6) </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> <u>New Financial Information</u> Wachovia Bank NA 1753 Pinnacle Drive McLean, VA 22102 Account Name: NM-Exchange, LLC – Park Center I Account: (b) (6) Routing: (b) (6) </td> </tr> </table> <p>All other terms and conditions of the lease shall remain in full force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Lessor: NM-Exchange LLC BY (b) (6) _____ (Signature) </td> <td style="width: 50%; vertical-align: top;"> Martin S. Edwards President _____ (Typed Name & Title) </td> </tr> </table> <p>IN THE PRESENCE OF (witnessed by):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"> _____ (Signature) </td> <td style="width: 50%; text-align: center;"> _____ (Address) </td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> UNITED STATES OF AMERICA: BY (b) (6) _____ (Signature) </td> <td style="width: 50%; vertical-align: top;"> Contracting Officer, GSA, PBS, DC Service Center _____ (Official Title) </td> </tr> </table>			<u>Old Lessor</u> Stonewaters FNS Funding LLC c/o Jones Lang LaSalle 5001 Eisenhower Avenue Alexandria, VA 22304	<u>New Lessor/Payee Information</u> NM-Exchange LLC c/o Cambridge Asset Advisors L.P. 560 Herndon Parkway, Suite 210 Herndon, VA 20170-5246 Taxpayer ID: (b) (6)	<u>New Financial Information</u> Wachovia Bank NA 1753 Pinnacle Drive McLean, VA 22102 Account Name: NM-Exchange, LLC – Park Center I Account: (b) (6) Routing: (b) (6)		Lessor: NM-Exchange LLC BY (b) (6) _____ (Signature)	Martin S. Edwards President _____ (Typed Name & Title)	_____ (Signature)	_____ (Address)	UNITED STATES OF AMERICA: BY (b) (6) _____ (Signature)	Contracting Officer, GSA, PBS, DC Service Center _____ (Official Title)
<u>Old Lessor</u> Stonewaters FNS Funding LLC c/o Jones Lang LaSalle 5001 Eisenhower Avenue Alexandria, VA 22304	<u>New Lessor/Payee Information</u> NM-Exchange LLC c/o Cambridge Asset Advisors L.P. 560 Herndon Parkway, Suite 210 Herndon, VA 20170-5246 Taxpayer ID: (b) (6)											
<u>New Financial Information</u> Wachovia Bank NA 1753 Pinnacle Drive McLean, VA 22102 Account Name: NM-Exchange, LLC – Park Center I Account: (b) (6) Routing: (b) (6)												
Lessor: NM-Exchange LLC BY (b) (6) _____ (Signature)	Martin S. Edwards President _____ (Typed Name & Title)											
_____ (Signature)	_____ (Address)											
UNITED STATES OF AMERICA: BY (b) (6) _____ (Signature)	Contracting Officer, GSA, PBS, DC Service Center _____ (Official Title)											

GSA DC 68-1176

Transferee: NM-Exchange, LLC, a Delaware Limited Liability Company
 By: North Star Realty Service, LLC, its sole member
 By: (b) (6)
 Martin S. Edwards, President

Date of Execution: 1/16/08

GSA FORM 276 JUL 67

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. LVA01943	DATE SEP 8 2009																												
ADDRESS OF PREMISES Park Center One RT 7 Park Center Drive Alexandria, VA 22309-0000																														
THIS AGREEMENT, made and entered into this date by and between NM-Exchange LLC whose address is: NM-Exchange LLC Cambridge Asset Advisors L. P. 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246																														
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:																														
WHEREAS, the parties hereto desire to amend the above Lease.																														
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective 6/1/2008 as follows:																														
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Base (CPI-W-U.S. City Avg)</td> <td style="width: 15%;">June</td> <td style="width: 15%;">2007</td> <td style="width: 25%; text-align: right;">203.906</td> </tr> <tr> <td>Corresponding Index</td> <td>June</td> <td>2008</td> <td style="text-align: right;">215.223</td> </tr> <tr> <td>Base Operating Cost Per Lease</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>% Increase in CPI-W</td> <td></td> <td></td> <td style="text-align: right;">0.055501064</td> </tr> <tr> <td>Annual Increase In Operating Cost</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>Less Previous Escalation Paid</td> <td></td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Annual Increase In Operating Cost Due Lessor</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> </table>			Base (CPI-W-U.S. City Avg)	June	2007	203.906	Corresponding Index	June	2008	215.223	Base Operating Cost Per Lease			(b) (4)	% Increase in CPI-W			0.055501064	Annual Increase In Operating Cost			(b) (4)	Less Previous Escalation Paid			\$0.00	Annual Increase In Operating Cost Due Lessor			(b) (4)
Base (CPI-W-U.S. City Avg)	June	2007	203.906																											
Corresponding Index	June	2008	215.223																											
Base Operating Cost Per Lease			(b) (4)																											
% Increase in CPI-W			0.055501064																											
Annual Increase In Operating Cost			(b) (4)																											
Less Previous Escalation Paid			\$0.00																											
Annual Increase In Operating Cost Due Lessor			(b) (4)																											
Effective 6/1/2008 , the annual rent is increased by \$63,901.15 The new annual rent is \$5,212,738.35 payable at the rate of \$434,394.86 per month.																														
The rent shall be made payable to: NM-Exchange LLC Cambridge Asset Advisors L. P. 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246																														
All other terms and conditions of the lease shall remain in force and effect.																														
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																														
LESSOR: NM-Exchange LLC																														
BY _____ (Signature) _____ (Title)																														
IN THE PRESENCE OF _____ (Signature) _____ (Address)																														
UNITED STATES OF AMERICA (b) (6)																														
BY _____ (Signature) _____ Contracting Officer, GSA, NCR, PBS, DC Service Center (Official Title)																														

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3 TO LEASE NO. LVA01943	DATE <div style="font-size: 1.2em; font-weight: bold;">JUN 10 2009</div>																												
ADDRESS OF PREMISES Park Center One RT 7 Park Center Drive Alexandria, VA 22309-0000																														
THIS AGREEMENT, made and entered into this date by and between NM-Exchange LLC whose address is: NM-Exchange LLC Cambridge Asset Advisors L. P. 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246																														
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:																														
WHEREAS, the parties hereto desire to amend the above Lease.																														
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective 6/1/2009 as follows:																														
Issued to reflect the annual operating cost adjustment provided for in the basic lease agreement.																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Base (CPI-W-U.S. City Avg)</td> <td style="width: 10%;">June</td> <td style="width: 10%;">2008</td> <td style="width: 40%; text-align: right;">215.223</td> </tr> <tr> <td>Corresponding Index</td> <td>June</td> <td>2009</td> <td style="text-align: right;">210.972</td> </tr> <tr> <td>Base Operating Cost Per Lease</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>% Increase in CPI-W</td> <td></td> <td></td> <td style="text-align: right;">-0.019751606</td> </tr> <tr> <td>Annual Increase In Operating Cost</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>Less Previous Escalation Paid</td> <td></td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Annual Increase In Operating Cost Due Lessor</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> </table>			Base (CPI-W-U.S. City Avg)	June	2008	215.223	Corresponding Index	June	2009	210.972	Base Operating Cost Per Lease			(b) (4)	% Increase in CPI-W			-0.019751606	Annual Increase In Operating Cost			(b) (4)	Less Previous Escalation Paid			\$0.00	Annual Increase In Operating Cost Due Lessor			(b) (4)
Base (CPI-W-U.S. City Avg)	June	2008	215.223																											
Corresponding Index	June	2009	210.972																											
Base Operating Cost Per Lease			(b) (4)																											
% Increase in CPI-W			-0.019751606																											
Annual Increase In Operating Cost			(b) (4)																											
Less Previous Escalation Paid			\$0.00																											
Annual Increase In Operating Cost Due Lessor			(b) (4)																											
Effective 6/1/2009 , the annual rent is decreased by (\$24,003.16) The new annual rent is \$5,188,735.19 payable at the rate of \$432,394.60 per month.																														
The rent shall be made payable to: NM-Exchange LLC Cambridge Asset Advisors L. P. 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246																														
All other terms and conditions of the lease shall remain in force and effect.																														
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																														
LESSOR: NM-Exchange LLC																														
BY _____ (Signature) _____ (Title)																														
IN THE PRESENCE OF _____ (Signature) _____ (Address)																														
UNITED STATES OF AMERICA <div style="background-color: black; width: 300px; height: 40px; margin: 5px 0;"></div> BY _____ (Signature) _____ Contracting Officer, GSA, NCR, PBS, DC Service Center (Official Title)																														

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 4

DATE

NOV 19 2009

TO LEASE NO.

GS-11B-01943

ADDRESS OF PREMISES

PARK CENTER ONE
RT 7 PARK CENTER DRIVE
ALEXANDRIA, VA 22309-
0000

THIS AGREEMENT, made and entered into this date by and between

NM-EXCHANGE LLC

whose address is:

CAMBRIDGE ASSET ADVISORS L.P.
560 HERNDON PARKWAY
SUITE 210
HERNDON, VA 20170-5246

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the base lease agreement.

Comparison Year	06/01/08 - 05/31/09	\$542,971.90
Base Year	6/1/07-5/31/08	\$418,230.09
Increase		\$124,741.81
Percentage of Government occupancy		82.86%
Amount due to Lessor		\$103,361.06

The Lessor is entitled to a one-time lump sum payment in the amount of: \$103,361.06 payable with the next rent payment.

Rent payment shall be made payable to :

NM-EXCHANGE LLC
CAMBRIDGE ASSET ADVISORS L.P.
560 HERNDON PARKWAY
SUITE 210
HERNDON, VA 20170-5246

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: NM-EXCHANGE LLC

BY _____
(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

(b) (6)

BY _____
(Signature)

Contracting Officer, GSA, NCR, PBS, DC Service Center
(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 6 TO LEASE NO. GS-11B-01943	DATE <div style="font-size: 1.2em; font-weight: bold;">OCT 15 2010</div>
--	---	--

ADDRESS OF PREMISES Park Center One
 3101 Park Center Drive
 Alexandria, VA 22302

THIS AGREEMENT, made and entered into this date by and between The Northwestern Mutual Life Ins. Co.
 whose address is:

The Northwestern Mutual Life Ins. Co.
 c/o Cambridge Asset Advisors, LLC
 560 Herndon Parkway
 Suite 210
 Herndon, VA 20170

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 6/1/10 , as follows:

Base (CPI-W-U.S. City Avg)	June	2009	210.972
Corresponding Index	June	2010	213.839
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			0.013589481
Annual Increase In Operating Cost			(b) (4)

Effective 6/1/10 , the annual rent increased by \$ 16,188.44 . The new annual rent is
 \$ 5,204,923.63 payable at the rate of \$433,743.64 per month in arrears. The rent check
 shall be made payable to:

The Northwestern Mutual Life Ins. Co.
 c/o Cambridge Asset Advisors, LLC
 560 Herndon Parkway
 Suite 210
 Herndon, VA 20170

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR	The Northwestern Mutual Life Ins. Co.
BY	
(Signature)	(TITLE)
IN THE PRESENCE OF (WITNESSED BY:)	
(Signature)	(Address)
UNITED STATES OF AMERICA	
(b) (6)	
BY	Contracting Officer, GSA, NCR, PBS, REAG
(SIGNATURE)	(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 7 TO LEASE NO. GS-11B-01943	DATE DEC -6 2010
ADDRESS OF PREMISES <div style="text-align: right;"> Park Center One 3101 Park Center Drive Alexandria, VA 22302-1500 </div>		
THIS AGREEMENT, made and entered into this date by and between The Northwestern Mutual Life Insurance Company whose address is: c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the base lease agreement.		
Comparison Year Base Year Increase Percentage of Government occupancy Amount due to Lessor	06/01/09 - 05/31/10 06/01/07 - 05/31/08 	\$540,026.40 \$418,230.09 \$121,796.32 82.86% \$100,920.43
The Lessor is entitled to a one-time lump sum payment in the amount of: \$100,920.43 payable with the next rent payment.		
Rent payment shall be made payable to : <div style="text-align: right;"> The Northwestern Mutual Life Insurance Company c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246 </div>		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: The Northwestern Mutual Life Insurance Company		
BY _____ <div style="display: flex; justify-content: space-between;"> (Signature) (Title) </div>		
IN THE PRESENCE OF <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ (Signature) _____ (Address) </div>		
UNITED STATES OF AMERICA <div style="background-color: black; color: red; padding: 2px;">(b) (6)</div>		
BY Kevin M. Terry Contracting Officer		
<div style="text-align: right;"> Contracting Officer, GSA, NCR, PBS, REA (Official Title) </div>		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 8 TO LEASE NO. GS-11B-01943	DATE AUG - 3 2011
ADDRESS OF PREMISES Park Center One 3101 Park Center Drive Alexandria, VA 22302-1500		
THIS AGREEMENT, made and entered into this date by and between <div style="display: flex; justify-content: space-between;"> whose address is: The Northwestern Mutual Life Insurance Company </div> <div style="display: flex; justify-content: space-between;"> c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246 </div>		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the base lease agreement.		
Comparison Year Base Year Increase Percentage of Government occupancy Amount due to Lessor	06/01/10 - 05/31/11 06/01/07 - 05/31/08 	\$540,026.40 \$418,230.09 \$121,796.32 82.86% \$100,920.43
The Lessor is entitled to a one-time lump sum payment in the amount of: \$100,920.43 payable with the next rent payment.		
Rent payment shall be made payable to : The Northwestern Mutual Life Insurance Company c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: The Northwestern Mutual Life Insurance Company		
BY _____ <div style="display: flex; justify-content: space-between;"> (Signature) (Title) </div>		
IN THE PRESENCE OF <div style="display: flex; justify-content: space-between;"> _____ (Signature) _____ (Address) </div>		
UNITED STATES OF AMERICA <div style="background-color: black; color: red; padding: 2px;">(b) (6)</div>		
BY KC VIII IV. Terry <div style="display: flex; justify-content: space-between;"> Contracting Officer Contracting Officer, GSA, NCR, PBS, REA (Official Title) </div>		

U.S. General Services Administration

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 8 Revised TO LEASE NO. GS-11B-01943	DATE SEP 15 2011
ADDRESS OF PREMISES Park Center One 3101 Park Center Drive Alexandria, VA 22302-1500		
THIS AGREEMENT, made and entered into this date by and between <div style="display: flex; justify-content: space-between;"> whose address is: The Northwestern Mutual Life Insurance Company c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246 </div>		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the revision to the annual real estate tax escalation provided for in the base lease agreement. The Lessor was overpaid by the amount listed below due to an incorrect calculation.		
Comparison Year Base Year Increase Percentage of Government occupancy Amount Due for 2010 RET Already Paid Lessor SLA #8 Amount Due to Government for Current Year	06/01/10 - 05/31/11 06/01/07 - 05/31/08 82.86% 	\$528,635.65 \$418,230.09 \$110,405.56 \$91,482.05 \$100,920.43 (\$9,438.38)
The Government is entitled to a one-time lump sum credit in the amount of: (\$9,438.38) payable in arrears. This amount shall be deducted from the rent check of:		
The Northwestern Mutual Life Insurance Company c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: The Northwestern Mutual Life Insurance Company		
BY _____ <div style="display: flex; justify-content: space-between;"> (Signature) (Title) </div>		
IN THE PRESENCE OF <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ (Signature) _____ (Address) </div>		
UNITED STATES OF AMERICA <div style="background-color: black; color: red; padding: 2px;">(b) (6)</div>		
BY <u>Kevin M. Terry</u> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin-right: 10px;"></div> <div> Contracting Officer </div> </div>		Contracting Officer, GSA, NCR, PBS, REA (Official Title)

U.S. General Services Administration

GSA FORM 276

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 9 TO LEASE NO. LVA01943	DATE SEP 9 2011
ADDRESS OF PREMISES Park Center One Alexandria, VA 22302-1500		
THIS AGREEMENT, made and entered into this date by and between The Northwestern Mutual Life Ins Co whose address is: <div style="text-align: center;"> The Northwestern Mutual Life Ins Co c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246 </div>		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective 6/1/2011 as follows:		
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.		
Base (CPI-W-U.S. City Avg)	June	2010
Corresponding Index	June	2011
Base Operating Cost Per Lease		\$ 213.839
% Increase in CPI-W		222.520
Annual Increase In Operating Cost		\$ (b) (4)
Effective	6/1/2011	,the annual rent is increased by \$ 49,017.04
The new	annual rent is \$5,253,940.67	payable at the rate of \$ 437,828.39 per month.
The rent shall be made payable to: <div style="text-align: center;"> The Northwestern Mutual Life Ins Co c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246 </div>		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: The Northwestern Mutual Life Ins Co		
BY _____ <div style="display: flex; justify-content: space-between;"> (Signature) (Title) </div>		
IN THE PRESENCE OF <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ (Signature) _____ (Address) </div>		
UNITED STATES OF AMERICA <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> BY (b) (6) _____ (Signature) </div> <div style="text-align: right;"> <u>Contracting Officer, GSA, NCR, PBS, REAG</u> _____ (Official Title) </div> </div>		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 9 Revised TO LEASE NO. LVA01943	DATE JAN 13 2012
ADDRESS OF PREMISES Park Center One Alexandria, VA 22302-1500		
THIS AGREEMENT, made and entered into this date by and between The Northwestn Mutual Life Ins Co whose address is: The Northwestn Mutual Life Ins Co c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective 6/1/2011 as follows:		
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W Annual Increase In Operating Cost	Incorrect Amount Used Per SLA 9 June 2011	222.520 222.522 \$ (b) (4) 8.98796E-06 \$ (b) (4)
Effective 6/1/2011 The new annual rent is	,the annual rent is increased by \$5,253,951.96 payable at the rate of	\$ 11.29 \$ 437,829.33 per month.
The rent shall be made payable to: The Northwestn Mutual Life Ins Co c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: The Northwestn Mutual Life Ins Co		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY (b) (6) _____ (Signature) Kevin M. Terry	Contracting Officer, GSA, NCR, PBS, REAG (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 11 TO LEASE NO. LVA01943	DATE															
ADDRESS OF PREMISES Park Center One 3101 Park Center Drive Alexandria, VA 22302-1500																	
THIS AGREEMENT, made and entered into this date by and between The Northwestern Mutual Life Insurance Company whose address is: The Northwestern Mutual Life Insurance Company c/o Carmen Davis 3101 Park Center Drive Alexandria, VA 22302-1500																	
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:																	
WHEREAS, the parties hereto desire to amend the above Lease.																	
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:																	
Issued to reflect the annual real estate tax adjustment provided for in the basic lease agreement.																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Comparison Year</td> <td style="width: 20%;">2011</td> <td style="width: 40%;">\$566,374.98</td> </tr> <tr> <td>Base Year</td> <td>2007</td> <td>\$418,230.09</td> </tr> <tr> <td>Increase/ Decrease</td> <td></td> <td>\$148,144.89</td> </tr> <tr> <td>Government Share</td> <td></td> <td>82.86%</td> </tr> <tr> <td>TOTAL DUE TO LESSOR</td> <td></td> <td>\$122,752.86</td> </tr> </table>			Comparison Year	2011	\$566,374.98	Base Year	2007	\$418,230.09	Increase/ Decrease		\$148,144.89	Government Share		82.86%	TOTAL DUE TO LESSOR		\$122,752.86
Comparison Year	2011	\$566,374.98															
Base Year	2007	\$418,230.09															
Increase/ Decrease		\$148,144.89															
Government Share		82.86%															
TOTAL DUE TO LESSOR		\$122,752.86															
The Lessor is entitled to a one-time lump sum payment in the amount of \$122,752.86 payable with the next rent payment.																	
The rent shall be made payable to: The Northwestern Mutual Life Insurance Company c/o Cambridge Asset Advisors, LLC 560 Herndon Parkway Suite 210 Herndon, VA 20170-5246																	
All other terms and conditions of the lease shall remain in force and effect.																	
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																	
LESSOR: CIM Urban Reit Properties V LLC.																	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> BY _____ (Signature) </div> <div style="width: 45%;"> _____ (Title) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> IN THE PRESENCE OF _____ (Signature) </div> <div style="width: 45%;"> _____ (Address) </div> </div>																	
UNITED STATES OF AMERICA <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> BY (b) (6) (Signature) </div> <div style="width: 45%;"> Contracting Officer, GSA, NCR, PBS, REAG (Official Title) </div> </div>																	